

## Attachment C

### CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), effective as of \_\_\_\_\_, 2012 (“Effective Date”), is entered into by and between the Superior Court of California, County of Santa Barbara, with its principal address at 1100 Anacapa Street, 2<sup>nd</sup> Floor, Santa Barbara, CA 93101 (hereinafter “Court”) and \_\_\_\_\_, a corporation, with its principal address at \_\_\_\_\_ (hereinafter the “Company”).

WHEREAS, the Court is the owner of and/or has received from third parties (“Providers”) certain technical, financial and personnel information, software, inventions, research and development information, business plans, and/or other information which are not generally known to either the public or to the industry (collectively, the “Information”), which Information has been obtained and developed through substantial expenditures of time, effort and money, and which, if made available to the third parties, could seriously damage the business and activities of the Court and/or Providers (all such Information, whether verbal or written and in whatever form, and whether or not such Information bears a legend indicating its confidential or proprietary nature are hereinafter called the “Secret Information”);

WHEREAS, the Court wishes to afford itself certain protections regarding the Secret Information which the Court may disclose during business discussions with Company; and

WHEREAS, the Court is willing to disclose the Secret Information to Company only on the terms and conditions set forth below, and Company agrees to receive the Secret Information from the Court only on said terms and conditions;

NOW THEREFORE, in consideration of the promises and of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. All Secret Information disclosed by the Court to Company shall be received in confidence by Company. Company agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy of the Secret Information in its possession shall be maintained. Company also agrees that it shall treat the Secret Information with not less than the same degree of care and confidentiality with which it treats its own confidential information, but in no event less than reasonable care. Company agrees that access to the Secret Information shall be given by it only to those of its employees who have a need to know to engage in the business relationship contemplated by this Agreement and who have signed a non-use and non-disclosure agreement in content at least as protective of the Secret Information as the provisions hereof, prior to any disclosure of the Secret Information to such employees.

2. Company shall not (i) use any portion of the Secret Information for any purpose not contemplated by this Agreement or (ii) disclose the Secret Information or any part of it to any third party without the prior written consent of the Court; provided, however, that Secret Information shall not include any information of the Court that: (a) is already properly known to Company at the time of its disclosure as shown by the Company’s files and records immediately prior to the time of disclosure by the Court to Company; (b) is publicly known through no action or inaction of Company; (c) is received from a third party free to disclose it to Company; (d) is independently developed by the Company without use of or reference to the Secret Information, as shown by documents and other competent evidence in the Company’s possession; or (e) is

communicated to a third party with express written consent of the Court. Nothing in this Agreement shall prevent the Company from disclosing Secret Information to the extent the Company is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that Company gives the Court prompt written notice of such requirement before making such disclosure and Company gives the Court an adequate opportunity and assistance to interpose an objection or take action to assure confidential handling of such Secret Information.

3. Except as otherwise provided in any Future Agreement, at any time, Company agrees that it shall return to the Court upon request all documents, records, notebooks, computer media or other stored information of any form or type whatsoever containing any Secret Information, including all copies thereof, then in its possession or control (directly or indirectly), whether prepared by it or others and it shall at such time immediately discontinue all use of the Secret Information.

4. Nothing in this Agreement is intended to grant any rights to either party under any patent or copyright rights, nor shall this Agreement grant to any rights in or to the Secret Information, except as expressly set forth herein.

5. Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time (the "Acts"). Each party agrees to comply with all restrictions and controls imposed by the Acts.

6. ALL SECRET INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. The parties acknowledge and agree that the Secret Information and rights related thereto being protected by the Court hereunder are of a special, unique, unusual and extraordinary character, which gives them a peculiar value, the loss of which may not be adequately or reasonably compensated for in damages in an action at law, and further agree that the breach by Company of any of the provisions of this Agreement shall cause the other party irreparable injury and damage. In such event, the party alleging breach of this Agreement shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts and undertakings required of the other party hereunder and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement by the other party. Neither this provision nor any exercise by either party of its rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to, damages or otherwise. If either party brings suit to enforce the terms hereof, the successful party in such suit shall be entitled to receive all of its reasonable costs of litigation, including attorneys' fees.

8. If any provision of this Agreement is declared void, or otherwise unenforceable, to any extent, the parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

9. This Agreement contains the sole and entire agreement between the parties

relating to the subject hereof and any representation, promise or condition not contained herein, or any amendment hereto or waiver hereunder shall not be binding on either party unless in writing and signed by an authorized representative of the party to be bound thereby.

10. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, affiliates, agents, employees and assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to choice of law principles.

11. This Agreement shall survive until such time as all Secret Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Company. Except as otherwise provided in any Future Agreement, either party may terminate this Agreement by written notice to the other. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Secret Information disclosed prior to such termination.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Superior Court of California,** \_\_\_\_\_  
**County of Santa Barbara** \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Gary M. Blair Name: \_\_\_\_\_

Title: Superior Court Executive Officer Title: \_\_\_\_\_

*End of Attachment C*