

- (b) Is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of the receiving party; or
- (c) Is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party; or
- (d) Is explicitly approved for release by written authorization of the disclosing party; or
- (e) Is independently developed or discovered, without any use of Disclosing Part Confidential Information; or
- (f) Is required by law or court order to be disclosed.

5. The term of exchange of Confidential Information under this Agreement shall be **(12) Months** from the Effective Date, unless earlier terminated by either party for any reason by providing written notice to the other party. Upon termination of this Agreement, the receiving party will promptly return to the disclosing party all tangible Confidential Information and copies thereof survive termination of this Agreement for the period specified in Paragraph 4 above.

6. Information or derivatives thereof is granted to the receiving party other than to use the Agreement.

7. The parties agree that all litigation or other legal proceedings under this Agreement shall be brought in the state courts of Virginia and the United States District Courts located therein and the parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of such courts. The laws of the Commonwealth of Virginia excluding its conflict of law rules shall govern the validity, interpretation and performance of this Agreement.

8. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior written and oral communications and agreements to the subject matter hereof.

ACKNOWLEDGED AND AGREED

COMPANY