



**CONFIDENTIALITY AND PRIVACY:**

QuestSoft will keep confidential, and will cause its Personnel to keep confidential, all Confidential Information, as defined below, obtained from Customers. QuestSoft also agrees that all information provided is presumed to be Confidential Information unless Customers indicate in writing that the information is not confidential or proprietary. QuestSoft acknowledges that, in the course of its business it will acquire or have access to information of various kinds regarding its Customers, its Customer's business and/or personnel as well as the businesses and customers of Customer's Affiliates. QuestSoft acknowledges that all information disclosed by Customer to QuestSoft, or its Personnel or Affiliates for the purposes of obtaining QuestSoft products and services, or which comes to the attention of QuestSoft, or its Personnel or Affiliates, during the course of providing such products and services, is confidential in nature, constitutes a valuable asset of its Customers, is proprietary to its Customers, and is properly the subject of protection. QuestSoft also acknowledges that it has a responsibility to its Customers and the clients of its Affiliates to keep Customers' records strictly confidential and proprietary. QuestSoft further acknowledges that QuestSoft and its Affiliates may have proprietary or confidential information of third parties that they may rightfully use in the course of their businesses. QuestSoft further agrees that any entity or person who obtains or is provided access to Confidential Information (as defined below) as an agent or Vendor of QuestSoft may obtain or have access to such Confidential Information only for the purpose of carrying out the performance of specific terms of providing products and services, and, in such case, the agent or Vendor (other than employees of QuestSoft): (i) must be approved by QuestSoft in writing in advance; and (ii) must agree in writing, independently, to be bound by the terms set forth in this Section; and (iii) must agree in writing, independently, to use such Confidential Information only for the purpose of carrying out the performance of specific terms in providing such products and services.

IN RECOGNITION OF ITS RESPONSIBILITIES, QUESTSOFT AGREES THAT NEITHER IT NOR ANY OF ITS EMPLOYEES, SUBCONTRACTORS, OFFICERS OR AGENTS SHALL, DURING THE TERM OF PROVIDING SUCH PRODUCTS AND SERVICES OR THEREAFTER, WITHOUT THE PRIOR WRITTEN CONSENT OF CUSTOMERS OR AS SPECIFICALLY PROVIDED IN ANY AGREEMENT, USE, DISCLOSE OR OTHERWISE MAKE AVAILABLE TO ANY PERSON OR ENTITY (EXCEPT AS REQUIRED IN PERFORMING QUESTSOFT'S PRODUCTS AND SERVICES OR OTHER OBLIGATIONS UNDER AN AGREEMENT) ANY CONFIDENTIAL INFORMATION (AS DEFINED HEREIN) OF CUSTOMER OR ANY OF ITS AFFILIATES. QUESTSOFT FURTHER AGREES THAT IT WILL INSTRUCT ITS PERSONNEL NOT TO, SELL, LEASE, ASSIGN, TRANSFER, COPY OR REVEAL ANY CONFIDENTIAL INFORMATION OBTAINED WHILE PROVIDING PRODUCTS OR PERFORMING SERVICES FOR CUSTOMER THAT EMBODY, IN WHOLE OR IN PART, ANY OF SUCH CONFIDENTIAL INFORMATION WITHOUT THE PRIOR WRITTEN CONSENT OF CUSTOMER. QUESTSOFT WARRANTS THAT IT WILL TAKE ALL STEPS NECESSARY TO ENSURE FULFILLMENT OF THIS OBLIGATION INCLUDING THE ESTABLISHMENT AND MAINTENANCE OF SUCH POLICIES AND PROCEDURES AS MAY BE NECESSARY TO ENSURE COMPLIANCE WITH THESE OBLIGATIONS.

A. Definition of Confidential Information. "Confidential Information" shall mean and include the following:

- (i) CUSTOMER/Consumer Information. Any and all non-public information or data, provided by, through, or on behalf of Customer or any of its Affiliates to QuestSoft (or any of Customer's agents and Vendors approved by Customer in advance under this Agreement), about or relating to any client or prospective or former client of Customer or any of its Affiliates (whether an individual, business entity, governmental unit, or otherwise) or any consumer of Customer or any of its Affiliates, including (without limitation) any and all nonpublic personal information of Customer or any of its Affiliates concerning their consumers or clients (within the meaning of Title V of the Gramm-Leach-Bliley Act and its implementing regulations) made available to QuestSoft (or such agents and Vendors of QuestSoft). QuestSoft warrants and attests that it shall comply with all applicable law, including Regulation P and QuestSoft's privacy policy, in the performance of its services to Customer.
- (ii) Proprietary and Other Confidential Information. Confidential Information also includes any and all confidential business, technical or data processing information, trade secret or other proprietary information acquired from Customer or any of its Affiliates by QuestSoft or its Personnel in the course of carrying out the tasks hereunder or as a result of access to the premises of Customer or any of its Affiliates, whether prepared by Customer or its Personnel, whether or not reduced to writing, and whether or not in human readable or machine readable form, including, without limitation, any information provided by Customer or any of its Affiliates concerning the products and services, data processing concepts, techniques, or procedures, software in various stages of development, discoveries, ideas, inventions, operations, data, designs, drawings, diagrams, specifications, documentation, research, know-how, compilations of information, records, costs, purchasing data, financial data, accounting, marketing and development plans, sales, pricing, profits, business plans or procedures, Customer data, employee information provided by and acquired from Customer or any of its Affiliates in the course of the performance by QuestSoft of any of the tasks hereunder or as a result of access to the Customer's or Affiliates' premises. Confidential Information also includes any and all information described in this subsection (ii) which Customer obtains from another party and treats as proprietary or designates as confidential information, whether or not owned or developed by Customer. Proprietary and Other Confidential Information (but not Customer/Consumer Information described in subsection (i) above) shall cease to be Confidential Information after it has been voluntarily disclosed to the public by Customer or independently developed and disclosed by others or has otherwise entered the public domain through lawful means. In any dispute with respect to these exclusions, the burden of proof will be on Customer to show that the exclusion applies.

B. Legal Proceedings. In the event that a subpoena or other legal process, in any way concerning information disclosed by Customer to QuestSoft, is served upon QuestSoft, QuestSoft agrees that it will notify Customer immediately upon receipt of such subpoena or other legal process and will cooperate with CUSTOMER at Customer's expense, in any lawful effort by Customer to contest the legal validity of such subpoena or other legal process or obtain a protective order with respect thereto.

C. Third Party Proprietary Information. QuestSoft and its Personnel shall not disclose any information that QuestSoft knows to be proprietary or confidential information or a trade secret of a third party. QuestSoft agrees to take all reasonable steps necessary to ensure fulfillment of this obligation.

D. Provisions Applicable to "Nonpublic Personal Information." Notwithstanding any other provision of this Privacy Policy, with respect to "nonpublic personal information" about the "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) of Customer and any Affiliate of Customer, QuestSoft agrees as follows:

- (i) Except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by QuestSoft under this Privacy Policy or as may be required by law or legal process, QuestSoft will not disclose any such nonpublic personal information to any third party other than affiliates of QuestSoft.
  - (ii) That QuestSoft will not use any such nonpublic personal information other than to carry out the purposes for which it was disclosed by Customer or Customer's Affiliate unless such other use is (a) expressly permitted by a written agreement executed by Customer or its Affiliate, or (b) required by law or legal process.
- E. QuestSoft will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all such nonpublic personal information, to protect against anticipated threats or hazards to the security or integrity of such nonpublic personal information and to protect against unauthorized access to or use of such nonpublic personal information.