RVI CUSTOMER CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is provided by Real Vision Software, Inc., a Louisiana Corporation, hereinafter referred to as RVI, and a licensed user of the Real Vision Imaging Software, referred to as "Licensee", for the purpose of complying with the Protection of Nonpublic Personal Information Act as contained in 15 U.S.C. § 6801 et. seq., Gramm-Leach-Bliley Act (P.L. 106-102), and any regulations that may be issued relative thereto, and further to protect against the unauthorized disclosure and/or use of Licensee's, or Licensee's customers' confidential information.

Real Vision Software, Inc., its employees, affiliates and subcontractors, may, in the course of providing software services to the Licensee or one of its subsidiaries or affiliates (collectively "Licensee") in furtherance of RVI's obligations under its license agreement with Licensee (the "License Agreement"), obtain information, both public and nonpublic, and both confidential and non-confidential, regarding Licensee and/or Licensee's customers (hereafter the "Information"). Unless specifically authorized to the contrary in writing by the Licensee or as otherwise permitted by this agreement, RVI agrees to keep the Information confidential and shall not disclose such Information, in whole or in part, to any person other than RVI's representatives who need to know such Information in order to carry out RVI's obligations under the License Agreement. RVI further agrees that none of its employees, affiliates or subcontractors will be allowed access to the Information without first having executed a confidentiality agreement with RVI in which such employee, affiliate or subcontractor agrees to comply with the confidentiality and non-disclosure obligations of RVI as set forth in this Agreement. RVI acknowledges that Information will be disclosed to it by Licensee solely for the purpose of RVI carrying out its duties under the License Agreement or Support Agreement and that no other use of the Information may be made by RVI.

The term "Information" shall not include any data or information which, before being divulged by RVI, (a) has become generally known to the public through no wrongful act of RVI; (b) has been rightfully received by RVI from a third party authorized to make such disclosure without restriction; (c) has been approved for release by a written authorization of Licensee; or (d) is independently developed by RVI without use, directly or indirectly, of the Information.

In the event RVI is legally required (in the opinion of counsel for RVI) to disclose any Information, such disclosure shall not constitute a violation of this Agreement provided that RVI shall promptly notify the Licensee of such requirement prior to such disclosure so that Licensee may seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

Disclosure to any of the following entities shall be deemed disclosure to Licensee and shall not be deemed a breach of this Agreement by Licensee:

RVI acknowledges that the Licensee has a duty to take appropriate steps to protect the customer information RVI may acquire while providing services to the Licensee. All parties shall use reasonable efforts to assist each other in identifying and preventing unauthorized use or disclosure of any Information. Failure of RVI to provide adequate confidentiality or security of the information or to take reasonable steps to provide adequate security for the information shall constitute sufficient grounds for the Licensee to immediately terminate any contract with RVI without penalty to the Licensee. RVI's responsibility to maintain confidentiality and security of the Information shall survive its agreement with the Licensee and shall continue for so long as RVI possesses the confidential information in any form whatsoever.

David H. Woodring
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