

benefitting Customer, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective. This Agreement may also be terminated due to termination of funding pursuant to Section I(N)(21) above.

#### **IV. Indemnification**

Service Provider will indemnify, defend and hold Customer and anyone on its behalf harmless from and against any and all losses, claims, damages, lawsuits and liabilities Customer owes to third parties (including any and all expenses related to claims or lawsuits, including courts cost and attorney fees), as the result of (a) Service Provider's (including any person directly employed by it and Driver Partners as such term is defined in the Order) negligence or willful misconduct in provision of the Services, (b) any and all penalties and damages incurred by reason of Service Provider's failure to comply with any applicable laws, ordinances or regulations, or (c) either a ruling by a court of competent jurisdiction or a reasonable settlement entered into by Service Provider that holds that the Via Solution provided to Customer under an Order or any component part thereof infringes or violates a third party's IPRs, other than in respect of patent infringements asserted by non-practicing entities or their affiliates. If the Via Solution or other technology element are found to be infringing, or if at any time Service Provider reasonably believes that the Via Solution may be subject to a claim of infringement, then Service Provider may choose to: (a) modify the applicable portions of the Via Solution to be non-infringing; (b) obtain a license for Customer to continue using the infringing portions of the Via Solution; or (c) if neither of the foregoing is commercially practicable, terminate the applicable Order and refund a pro-rata portion of any pre-paid fees Customer paid for the Via Solution. Service Provider's indemnity obligations shall not apply to: (i) Customer's use of the Via Solution outside the scope of their documentation; (ii) all software, data, data feeds, or other content directly licensed by Customer from third parties or any other materials not provided by Service Provider; (iii) any infringement of the Service Provider which the Customer had known about, and not reported by Customer in accordance with these Terms and Conditions (but only to the extent Service Provider is actually prejudiced by Customer's delay or failure to report); or (iv) any modifications to the Via Solution made by any party (other than Service Provider or Service Provider's subcontractors or by Customer acting at Service Provider's express direction). This Section IV sets forth Customer's only remedy and Service Provider's only liability with respect to infringement or other violations of intellectual property rights.

#### **V. Public Disclosure; Confidentiality**

**Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the "**Disclosing Party**") orally, in writing or in graphical, machine-readable or other form to the other party (the "**Receiving Party**"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the