

CONFIDENTIALITY POLICY

Connectivity Standards Alliance (Alliance) Members (including their representatives, agents and contractors) shall not disclose Alliance Confidential Information to non-Members.

"Alliance Confidential Information" means information: (a) marked as "Confidential" information, or (b) if orally disclosed, identified as Confidential prior to disclosure and reduced to writing and marked as Confidential within three (3) business days from the date of disclosure, except for any portion thereof that constitutes information: (c) rightfully in the public domain other than by a breach of a duty to the disclosing party; (d) rightfully received from a third party without any obligation of confidentiality; (e) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (f) independently developed by employees of the receiving party; or (g) generally made available to third parties by the disclosing party without restriction or disclosure.

For clarity, all photographs and recordings (*i.e.*, audio, video, *etc.*) which include Alliance Confidential Information and all other copies of Alliance Confidential Information are subject to terms of this policy.

Alliance Confidential Information shall be maintained by each Member in confidence with at least the same degree of care that it uses to protect its own confidential information and in no event with less than reasonable care, and each Member that receives Alliance Confidential Information shall only use such Confidential information for the Alliance purpose for which it was submitted.

To the extent that an Alliance Member (including its representatives, agents and contractors) contributes information to the Alliance which thereafter becomes Alliance Confidential Information (e.g., a Member contributes specification text into an Alliance draft specification which constitutes Alliance Confidential Information or a Member contributes source code or documentation to an Alliance-sponsored open source software project), such contributing Alliance Member may use and disclose such information without restriction from this policy.

With respect only to Alliance Confidential Information developed in a specific Alliance Working Group (e.g., a draft specification from such Working Group), the applicable Working Group Steering Committee may (by a majority vote) permit the disclosure of such Alliance Confidential Information for purposes of developing open source software in support of Alliance standardization (e.g., in an Alliance-sponsored open source software project).

Members are reminded of the confidentiality and non-disclosure provisions in their Alliance Member Agreement. This policy does not replace or modify those provisions.