

CONFIDENTIAL DISCLOSURE AGREEMENT

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Bainbridge Is, WA 98110

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July 29

THIS CONFIDENTIAL DISCLOSURE AGREEMENT (this "Agreement") is entered into as of June, 2013, (the "Effective Date") by and between YES! Magazine, a company organized under the laws of Washington, having an office at 284 Madrona Way NE Ste 116, V ("Company") and Dr. Gary King dba Beecher Analysis Group, having an office at 9 Beecher Road, Brookline MA 02138, USA ("Beecher").

1. **Background.** Company is interested in disclosing to Beecher certain information relating to Internet traffic to its web site (the "Company Field"), and Beecher is interested in disclosing to Company certain information relating to its methodologies for analyzing these and other data (the "Beecher Field"), for the sole purpose of enabling Beecher to conduct research and report aggregated or otherwise anonymized research results (the "Purpose"). As used below, "Receiving Party" refers to either party that receives Confidential Information hereunder from the other party and "Disclosing Party" refers to such other party disclosing such Confidential Information hereunder.

2. **Definition.** "Confidential Information" means any scientific, technical, trade or business information (a) relating to the Company Field that is disclosed by or on behalf of Company to Beecher or its employee or representative or (b) relating to the Beecher Field that is disclosed by or on behalf of Beecher to Company or its employee or representative; provided that in either of cases (a) or (b), such information is marked as confidential or (if disclosed orally) is reduced to a written summary marked as confidential and delivered by the Disclosing Party to the Receiving Party within thirty (30) days after disclosure; and provided further that neither Company nor Beecher shall share with the other any information, materials or technical data that are included in the United States Munitions List and subject to the International Traffic in Arms Regulations or are included in the Commerce Control List and are subject to the Export Administration Regulations. Notwithstanding the above, the Receiving Party's obligations with respect to "Confidential Information" it receives hereunder shall not apply to information to the extent such information: (i) was known to the Receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of the Disclosing Party, as evidenced by the Receiving Party's written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement by the Receiving Party; (iii) is lawfully and in good faith made available to the Receiving Party by a third party who is not subject to obligations of confidentiality to the Disclosing Party with respect to such information; or (iv) is independently developed by the Receiving Party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence.

3. **Nondisclosure of Confidential Information.** Without the Disclosing Party's prior, express written consent, the Receiving Party shall not directly or indirectly disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the Confidential Information it receives hereunder. The Receiving Party may disclose the Confidential Information it receives hereunder only to persons within its organization who have a need to receive such Confidential Information in order to further the Purpose and who agree to confidentiality and non-use obligations with respect to the Confidential Information comparable to those set forth in this Agreement.

4. **Required Disclosure.** If required by law, the Receiving Party may disclose the Confidential Information it receives hereunder to a governmental authority or by order of a court of competent jurisdiction, provided that (a) the Receiving Party shall promptly notify the Disclosing Party and take reasonable steps to assist the Disclosing Party in contesting such request, requirement or order or otherwise protecting the Disclosing Party's rights and (b) the Receiving Party shall limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.

5. **Limitation on Use of Confidential Information.** Without the Disclosing Party's prior, express written consent, the Receiving Party shall not use the Confidential Information it receives hereunder for any

purpose, other than the Purpose.

6. **Ownership.** Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights by license or otherwise in the Confidential Information it receives hereunder or to any patent, copyright, trademark or other intellectual property right related thereto.

7. **Disclaimer.** The Disclosing Party does not make any representation or warranty as to accuracy or completeness of the Confidential Information it discloses hereunder.

8. **Publication of Research.** Nothing in this Agreement shall limit in any way Beecher's ability to publish Research results, including without limitation, results derived from, based on or using the Confidential Information, so long as research results are presented in an aggregated or otherwise anonymized manner.


9. **Miscellaneous.** This Agreement may not be assigned or transferred by either party without the other party's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts, without restricting any right of appeal. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.

In Witness Whereof, the parties have executed this Agreement as of the date set forth above.

Beecher

By: _____
Name: Gary King
Title: _____

Company

By: 
Name: Rodney A. Arakaki
Title: Audience Development Director