

MUTUAL SECRECY AGREEMENT FOR DATA

THIS AGREEMENT is effective June 18, 2008, by and between The University of Texas Health Science Center at Houston, having an address at 7000 Fannin UCT 1006, Houston, TX 77030, hereinafter referred to as "COMPANY," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE REGENTS"), a California corporation having its statewide administrative offices at 1111 Franklin Street, Oakland, California 94607-5200 and acting through its University of California, San Francisco Office of Technology Management, 185 Berry Street Suite 4603, San Francisco, CA, 94107. This agreement shall govern the conditions of disclosure by THE REGENTS to COMPANY of certain confidential information (DATA) relating to the Ontology Mapper Project developed by Dr. Rob Wynden of the University of California San Francisco (Case No. SF2008-154). This agreement shall likewise govern the conditions of disclosure by COMPANY to THE REGENTS of certain confidential information (DATA) relating to COMPANY'S business and technical information and plans for the invention(s) that are the subject of this agreement. The terms RECIPIENT and DATA shall refer to the receiving party and the DATA of the disclosing party, as the context requires. DATA can consist of information that is either oral or written or both.

With regard to DATA, RECIPIENT hereby agrees:

- (1) not to use the information therein except for the sole purpose of evaluating its interest in participating in the project; and
- (2) to safeguard DATA against disclosure to others with the same degree of care as it exercises with its own data of a similar nature; and
- (3) not to disclose DATA to others (except to its employees, agents, or consultants who are bound to RECIPIENT by a like obligation of confidentiality) without the express written permission of the disclosing party; and
- (4) that THE REGENTS may disclose such data as may be required to be disclosed under the California Public Records Act;

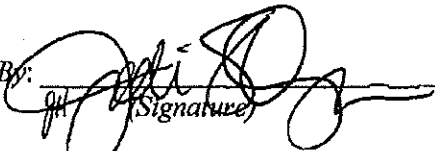
Except that RECIPIENT shall not be prevented from using or disclosing any of the DATA that:

- a) is now public knowledge or subsequently becomes such through no breach of this Agreement;
- b) is rightfully in the other party's possession prior to disclosure as shown by its written records;
- c) is rightfully disclosed to the receiving party by a third party;
- d) is independently developed by or for the recipient without use of "Confidential Information" received from the disclosing party;
- e) is required to be disclosed by law or regulation.

It is further agreed that the furnishing of DATA to RECIPIENT shall not constitute any grant or license to RECIPIENT under any legal rights now or hereinafter held by THE REGENTS.

Either party may terminate this Agreement upon thirty (30) days' notice to the other party provided, however, that the secrecy and non-use obligations of RECIPIENT under the terms of this Agreement shall remain in effect for five (5) years from the date of disclosure.

RECIPIENT:

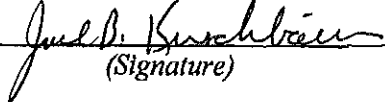
By:  _____
(Signature)

Name: Jodi S. Ogden
(Please print)

Title: Contracts Director

Date: 6/25/08

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  _____
(Signature)

Name: Joel B. Kirschbaum

Title: Director
Office of Technology Management

Date: 6/30/08