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8.3. Use and Disclosure Restrictions. You will not use the Confidential Information except as necessary for the performance of this Agreement or to operate the Natus product, and will not disclose such Confidential Information to any third party except to those of your employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement or to operate the Natus product, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. You will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in your possession or control, but in no event less than the efforts that you ordinarily use with respect to your own Confidential Information of similar nature and importance. The foregoing obligations will not restrict you from disclosing Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that you give reasonable notice to Natus to contest such order or requirement; or (b) on a confidential basis to your legal or financial advisors.

9. Government Users. The Software and Documentation are “commercial computer software” and “commercial computer software documentation”, respectively, as such terms are used in FAR 12.212. Any use, duplication or disclosure of the Software or the Documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement. Manufacturer is Natus Medical Incorporated.

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