

**CONFIDENTIAL DISCLOSURE AGREEMENT**

In order to define obligations and waivers related to certain disclosed information, Hewlett-Packard Company ("HP") and the Participant identified below agree to the following:

1. **Agreement Coordinator.** Each party designates the following person, if any, as its Agreement Coordinator for coordinating the disclosure or receipt of Disclosed Information:

HP (name, phone, e-mail): Jeff Kibodeaux, HP OpenNFV Partner Manager, 281-514-0754, jeff.kibodeaux@hp.com \_\_\_\_\_

Participant (name, phone, e-mail): \_\_\_\_\_

2. **HP Confidential Information.**

(a) Confidential Information, if any, disclosed by HP is described as: HP NFV solution including all related hardware and software products, business, business plans, customers, strategies, trade secrets, licensees, operations, and technology.

(b) Confidential Information disclosed by HP may be used by the Participant and its Associates, if any, only for the following purpose and subject to the Section 6 obligations: Discussion and negotiations concerning the establishment and/or conduct of a potential business relationship between the parties.

3. **Participant Confidential Information.**

(a) Confidential Information, if any, disclosed by Participant is described as \_\_\_\_\_.

(b) Confidential Information disclosed by Participant may be used by HP and its Associates, if any, only for the following purpose and subject to the Section 6 obligations:

Discussions and negotiations concerning the establishment and/or conduct of a potential business relationship between the parties.

4. **Disclosure and Protection Periods.**

(a) The **Begin Disclosure Date** is \_\_\_\_\_.

(b) The **Disclosure Period** ends on the following date or at the end of the following time period: one year from the Begin Disclosure Date.

(c) The **Protection Period** ends on the following date or at the end of the following time period for all Confidential Information: Three years from the end of Disclosure Period

5. **Definitions.**

(a) A **Discloser** is a party disclosing information. A **Recipient** is a party receiving disclosed information. An **Associate** is a parent, a subsidiary or corporate affiliate of Recipient controlling or controlled by or under common control with Recipient, where "control" is defined as the ownership of more than 50% of the equity or other voting interests of such entity..

(b) **Disclosed Information** is all information disclosed by the Discloser to the Recipient during the Disclosure Period.

(c) **Confidential Information** is only Disclosed Information that is:

(i) itemized in Section 2(a) or 3(a), or

(ii) both described generally in Section 2(a) or 3(a) and

1) marked at the time of disclosure to show its confidential nature, or

2) unmarked (for example, orally or visually disclosed or disclosed in writing without an appropriate marking) but either (a) it would be apparent to a reasonable person, familiar with the Discloser's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Discloser or (b) Discloser describes in detail the information, the place and date of the disclosure and the names of the Recipient's representatives to whom the disclosure was made, in a written message sent to Recipient's Agreement Coordinator within thirty days after disclosure; except that Confidential Information does not include information that satisfies an Exception before disclosure. Confidential Information is only Confidential Information from the time of disclosure until the earlier of the time when an Exception is satisfied or the Protection Period ends. Unless otherwise agreed, the existence of this Agreement and the fact that the parties may disclose information hereunder is Confidential Information.

(d) **Non-Confidential Information** is all Disclosed Information that is not

Confidential Information. If specific Confidential Information satisfies an Exception, the specific Confidential Information becomes Non-Confidential Information from that time forward.

(e) An **Exception** is satisfied if the specific information: (i) was in Recipient's possession prior to receipt from Discloser free of any duty to keep it confidential (ii) is publicly known through no breach of an agreement with or duty owed to Discloser, (iii) is rightfully received by Recipient from a third party without a duty of confidentiality, (iv) is independently developed or learned by Recipient, or (v) is disclosed by Recipient with Discloser's prior written approval.

6. **Obligations.**

(a) During the Protection Period only, Recipient will protect, and ensure its participating Associates will protect, the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Without limiting the foregoing, the Recipient shall not cause or permit reverse engineering of any Confidential Information or recompilation or disassembly of any software programs which are part of the Confidential Information received by it under this Agreement.

(b) Recipient may reassign its employees. Recipient will provide reasonable prior notice to Discloser and will request a protective order if Recipient is required to reveal the Confidential Information under a subpoena, court order or other operation of law.

(c) Recipient will comply with all applicable export laws.

(d) At the end of the Protection Period, Recipient's obligations end.

7. **Injunctive Relief** The Recipient agrees that any breach of this Agreement may cause the Discloser substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies that may be available, the Discloser shall have the right to seek specific performance and other injunctive and equitable relief.

(a) Non-Confidential Information is not subject to confidentiality or trade secret obligations under this Agreement, and may be published, disclosed or used for any purpose, except that no license under any patent, trademark, mask work or copyright is granted.

(b) Any cause of action, whether in contract, tort or other, either arising under this agreement or alleging the confidentiality of Disclosed Information, if litigated, will be litigated to the court.

8. **Choice of Law.** Without regard to conflict of law provisions, this Agreement is governed by and will be construed in accordance with the laws of the State of Delaware and the USA.

9. **Warranty.** Each Discloser warrants that it has the right to make the disclosures under this Agreement. Each Recipient warrants that it shall be fully responsible for any breach of this Agreement by its Associates, officers, directors and employees and its Associates, officers, directors and employees, will protect Confidential Information in accordance with the terms of this Agreement. **THE PARTIES MAKE NO OTHER WARRANTIES. ANY DISCLOSED INFORMATION IS PROVIDED "AS IS."**

10. **Miscellaneous.** The Recipient agrees that the Discloser is and shall remain the exclusive owner of its Confidential Information and all patent, copyright, mask work, trademark, trade secret or other intellectual property rights therein. Neither party acquires any patent, copyright, mask work, trademark, trade secret or any other intellectual property rights under this Agreement, including under Sections 2 or 3. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties; is the parties' complete and final agreement; supersedes all oral or implied agreements concerning the Disclosed Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

**SIGNATURES ON FOLLOWING PAGE**

Hewlett-Packard Company  
3000 Hanover Street,  
Palo Alto, CA 94304

**PARTICIPANT**

By \_\_\_\_\_  
(Functional Manager's Signature) (Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title) (Entity)

(Company Name)

(Address)

By \_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)