

Attachment 1 to Appendix F-2: SAMPLE CONFIDENTIAL DISCLOSURE AGREEMENT

In order to define obligations and waivers related to certain disclosed information, 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): _____

Participant (name, phone, e-mail): _____

2. HP Confidential Information.

(a) Confidential Information, if any, disclosed by HP is described as

(be specific; write "none" or leave blank if nothing is to be disclosed).

(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:

3. Participant Confidential Information.

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

(be specific; write "none" or leave blank if nothing is to be disclosed).

(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:

4. Disclosure and Protection Periods.

(a) The Begin Disclosure Date is _____.

(for example, specify the date confidential information is first disclosed).

(b) The Disclosure Period ends on the following date or at the end of the following time period: _____.

(specify a date or a time period, for example, soon after the confidential information is last disclosed and preferably less than 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:

(specify a date or time period, for example, soon after the confidential information is to become public, preferably less than three years from the Begin Disclosure Date).

(d) If not specified above, the Begin Disclosure Date will be the date information concerning the subject matter of this Agreement is first disclosed, the Disclosure Period will be one month, and the Protection Period will be six months. The Disclosure Period and the Protection Period start on the Begin Disclosure Date.

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 whether directly or indirectly owned, or a third party contractually bound to Recipient in accord with this Agreement.

(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) but treated as confidential at the time of disclosure, and described in detail and designated to show its confidential nature in a written message sent to Recipient's Agreement Coordinator within thirty days after disclosure;

HP

Hewlett-Packard _____
(for example, Company, GmbH, France S.A., Japan, Compaq Computer Corporation or other HP legal entity)

(Address) _____

(Address) _____

By _____

(Functional Manager's Signature) (Date)

(Name) _____

(Title) (Entity)

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.

(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 (ii) is publicly known or readily ascertainable by proper means, (iii) is rightfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) 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. 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.

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

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

7. Non-Confidential Information; Waivers.

(a) Non-Confidential Information is not subject to confidentiality or trade secret obligations, 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) Discloser waives all claims or portions of claims that assert the confidentiality of, limitation of use of, breach of duty of care with respect to, or breach of this Agreement with respect to, Non-Confidential Information arising at any time or with respect to Confidential Information arising or continuing respectively after the end of the Protection Period.

(c) 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; the parties will not request a jury trial; and the parties irrevocably waive any right to a jury trial.

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 unless, if filled in here, then the laws of the State of Texas.

9. Warranty. Each Discloser warrants that it has the right to make the disclosures under this Agreement. Each Recipient warrants that its participating Associates 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. Neither party acquires any patent, copyright, mask work or trademark 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.

PARTICIPANT

(Company Name) _____

(Address) _____

(Address) _____

By _____

(Authorized Signature) (Date)

(Name) _____

(Title) _____