

1. **Purpose.** The European Advanced Networking Test Center AG ("Organizers") invites the undersigned Company ("Guest") to attend the Carrier Ethernet World Congress 2009 Interoperability Demonstrations ("Event"). This Confidentiality Agreement ("Agreement") is by and among you and all other guests who sign a counterpart copy of this Agreement.
2. **Confidentiality.** Guest agrees to treat all activities of and relating to the Event, including but not limited to all pre-event test activities and test results, as well as all other guests' respective information concerning their research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, business forecasts, sales and marketing plans, whether obtained during, prior to or after the Event, as confidential information ("Confidential Information"). Guest shall treat all Confidential Information of the other guest(s) ("Discloser") with the same degree of care as Guest accords to its own Confidential Information, but in no case less than reasonable care. Guest shall use such Confidential Information for the sole purpose of testing the interoperability of Guest's own products with other guests' products. Guest shall not disclose Confidential Information of the Discloser to any person or entity other than Guest's officers, employees and consultants who need access to such Confidential Information for the sole purpose of testing the interoperability of Guest's own products with other guests' products and who have entered into written confidentiality agreements with Guest which protects the Confidential Information of the Discloser to at least the same degree as this Agreement. Guest shall immediately give notice to the Discloser of any unauthorized use or disclosure of Discloser's Confidential Information that Guest becomes aware of. Guest agrees to assist the Discloser in remedying such unauthorized use or disclosure of its Confidential Information. Guest will not be liable for the disclosure or use of any Confidential Information which is rightfully in the public domain other than by a Guest's breach of a duty to the Discloser; rightfully received from a third party without any obligation of confidentiality; rightfully known to Guest without any limitation on use or disclosure prior to its receipt from the Discloser; independently developed by employees or consultants of Guest without use of the Confidential Information; or generally made available to third parties by the Discloser without restriction on disclosure. Guest's obligation not to disclose or use Confidential Information of the Discloser will terminate three (3) years after it received the Confidential Information. Upon written request by the Discloser, Guest will return all tangible Confidential Information in its possession or control to the Discloser or, at Discloser's option, destroy it and certify such destruction in writing to the Discloser. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, FOR SUCH CONFIDENTIAL INFORMATION OR ITS ACCURACY OR PERFORMANCE.
3. **Ownership of Confidential Information and Other Materials.** All Confidential Information, and any Derivatives thereof, remain the property of the Discloser and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. "Derivatives" shall mean, for copyrightable or copyrighted material, any translation, abridgment, summary, abstract, revision or other form in which an existing work may be recast, transformed or adapted.
4. **No Licenses Granted.** No licenses are granted by Guest or other guests, by implication, estoppel or otherwise, to any party's intellectual property, including without limitation trademarks, copyrights, patents, mask works and trade secrets, as a result of their participation in the Event.
5. **No Assignment.** Guest shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of each Discloser.
6. **Independent Development.** The Discloser acknowledges that Guest may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit Guest from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that Guest does not violate any of its obligations under this Agreement in connection with such development. Guest shall not have any obligation to limit or restrict the assignment of its employees as a result of their having had access to Confidential Information. Further, the parties shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form by the individuals which was not used or accessed in any tangible form by the individuals using such information, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts,

NON-DISCLOSURE AGREEMENT



know-how, or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

- 7. **Press Releases.** Guest may issue press releases in accordance with the Organizers’ policies on press releases as described in the Interoperability Demonstration Contract signed by Guest. Organizers shall issue a press release for the Event at their own discretion. Organizers may use Guest’s name in the press release solely for the purposes of listing Guest as a participant in the Event.
- 8. **Waiver- Amendment- Modification.** No term or provision hereof will be considered waived by any Discloser, and no breach excused by a Discloser, unless such waiver or consent is in writing signed by the applicable Discloser. The waiver by a Discloser of, or consent by a Discloser to, a breach, of any provision of this Agreement by Guest shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Guest. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.
- 9. **Injunctive Relief.** A breach of any of the promises or agreements contained herein by Guest will result in irreparable and continuing damage to the applicable

Discloser for which there will be no adequate remedy at law, and such Discloser may be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

- 10. **Affiliated Companies.** Guest shall be allowed to divulge the Confidential Information to its parent, affiliates and subsidiary companies in terms of §§15ff. Aktiengesetz (German stock corporation law). The conditions of this Agreement shall apply mutatis mutandis to the Organizer.
- 11. **General.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. This Agreement will be governed by the laws of Germany, without reference to its conflict of laws principles. Each party agrees to submit to the jurisdiction of the federal and state courts located in Berlin for any matter arising out of or relating to this Agreement. This agreement supersedes all prior discussions and writing with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

I have read this Confidentiality Agreement. On behalf of the below-listed company, I understand that the terms and conditions hereunder are necessary for attending the Event and agree to have my company adhere to them. I also certify that I am authorized to execute this Agreement on behalf of my company.

Company: _____
 Name: _____
 Title: _____
 Signature: _____
 Date: _____

EANTC AG
 Carsten Rossenhoewel
 Managing Director
 Signature: _____
 Date: _____

EANTC is going to countersign each NDA individually and is ready to return individual copies to the respective company on request. Once registration has been closed and all NDAs have been received, EANTC will make scanned PDF versions of all signed NDAs available to all participating companies. In effect, the collection of all NDAs forms a large multi-party NDA.