

Commercial Foundry Services Non-Disclosure Agreement



This Foundry Services Non-Disclosure Agreement is entered into between:

"HRL"	HRL Laboratories, LLC 3011 Malibu Canyon Road Malibu, CA 90265 nda@hrl.com
"Customer"	Customer e-mail: Customer's State or Country of Registration:

HRL and Customer hereby agree:

1. Each party, each in its sole discretion, may disclose certain Proprietary Information to the other party on the terms and subject to the conditions of this Mutual Nondisclosure Agreement ("Agreement"). For purposes of this Agreement, "Discloser" means a party disclosing information to the other party, and "Recipient" means a party receiving information from the other party.

2. "Proprietary Information" means Discloser's technical, financial, business, pricing, personal, and other information of any kind whatsoever (and all tangible copies thereof) that is: (i) marked or otherwise identified in writing as being proprietary or confidential (or similar marking); (ii) is disclosed in any other manner and identified as confidential at the time of disclosure; or (iii) HRL's PDK information

3. Recipient shall not: (i) disclose or use Proprietary Information for any purpose other than obtaining or providing commercial foundry services from HRL (the "Authorized Purpose"); (ii) reverse engineer, decompile, or disassemble any Proprietary Information; (iii) remove or alter any copyright or confidentiality markings on Proprietary Information; or (iv) file a patent application using the Proprietary Information.

4. Recipient shall perpetually maintain in confidence and prevent the unauthorized use of Proprietary Information by exercising the same degree of care that Recipient uses for its own confidential information, but no less than reasonable care. Recipient shall disclose Proprietary Information only to those of Recipient's directors, officers, employees, or advisors (collectively, "Representatives") as reasonably necessary to facilitate the Authorized Purpose, provided that such Representatives are required by written agreement or fiduciary obligation to maintain in confidence and not use Proprietary Information except as permitted by this Agreement. Recipient shall be liable to Discloser for disclosure or use of Proprietary Information by Recipient's Representatives to the same extent as if Recipient itself had disclosed or used the Proprietary Information.

5. Recipient shall promptly notify Discloser in writing upon Recipient's discovery of any unauthorized use or disclosure of Proprietary Information and shall mitigate the effect of the unauthorized use or disclosure.

6. Notwithstanding any other term of this Agreement: (i) Recipient may disclose Proprietary Information to the extent required by applicable law or regulation, provided that Recipient shall (unless prohibited by law) give Discloser prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment; and (ii) Recipient's nonuse and nondisclosure obligations do not apply to Proprietary Information that Recipient can establish by written records to have been:

- (a) public knowledge at the time of such disclosure by Discloser to Recipient, and not as a result of wrongful acts attributable to Recipient;
- (b) rightfully known by Recipient prior to disclosure by Discloser;
- (c) known to the Recipient from a source that legally obtained such information without an obligation of confidentiality or non-disclosure; or
- (d) independently developed by Recipient's employees or agents without access to or use of Proprietary Information.

7. This Agreement shall commence on the date of latest signature and continue in effect until terminated by either Party after providing thirty (30) days written notice to the other Party.

8. Within 30 days after termination of this Agreement, or at any time upon Discloser's written request, Recipient shall return or destroy all copies of Proprietary Information, except for any copies (to which the obligations of this Agreement shall continue to apply until they are destroyed): (i) contained within Recipient's computer backups made in the ordinary course of business; or (ii) required to be retained for Recipient's legal and audit records.

9. This Agreement does not grant either party any rights in the other party's patents, trademarks, copyrights, trade secrets, or other intellectual property.

10. This Agreement does not require either party to enter into further contractual or other relationships with the other. This Agreement does not create a partnership, joint venture, agency, or other business relationship.

11. The laws of the State of {{GoverningLaw}} shall govern this Agreement, without giving effect to its conflicts of law principles.

12. In connection with this Agreement, a party may gain access to information, technology, or items that are export-controlled by the United States. Without limitation, each party shall comply with all applicable export laws and regulations.

13. THE PROPRIETARY INFORMATION IS PROVIDED "AS IS" AND DISCLOSER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. USE OF PROPRIETARY INFORMATION SHALL BE AT RECIPIENT'S OWN RISK, AND DISCLOSER ASSUMES NO LIABILITY OR OBLIGATION TO RECIPIENT AS A RESULT OF USE.

14. This Agreement is binding upon and for the benefit of the parties and their successors. Neither party may assign this Agreement; any purported assignment is void. Failure to enforce any provision of this Agreement is not a waiver of any future breach.

15. The parties agree that monetary damages may be an insufficient remedy for unauthorized disclosure or use of Proprietary Information, and that Discloser will be entitled to seek injunctive or equitable relief in addition to, and without waiving, any other rights or remedies available at law.

16. This Agreement embodies the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter. This Agreement may not be modified except in writing signed by authorized representatives of both parties.

ACKNOWLEDGED AND AGREED by the Parties authorized representatives:

For

By:

Name:

Title:

Date

For HRL Laboratories, LLC:

By:

Name:

Title:

Date: