

## CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date: \_\_\_\_\_ 20\_\_\_\_.

Confidential Information only for the purposes of:  
\_\_\_\_\_

Participant (Company): \_\_\_\_\_

This Confidential Disclosure Agreement is entered into by and between Oracle Corporation and its subsidiaries (collectively, "Oracle") and the "Participant" identified above. In order to protect certain confidential information ("Confidential Information") which may be disclosed between them, Oracle and Participant agree as follows:

1. **Disclosing Parties.** The Discloser(s) of Confidential Information is (are):

\_\_\_\_\_  
(fill in "Oracle", "Participant", or "Both Parties")

2. **Representatives.** The parties' representative(s) responsible for disclosing or receiving Confidential Information are:

On behalf of Oracle:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Oracle address: \_\_\_\_\_ Other: \_\_\_\_\_

500 Oracle Parkway \_\_\_\_\_

Redwood City, CA 94065 \_\_\_\_\_

On behalf of Participant:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Address of Participant's representative above:  
\_\_\_\_\_  
\_\_\_\_\_

3. **Definition of Confidential Information.** The "Confidential Information" disclosed under this Agreement is described as:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A recipient of Confidential Information under this Agreement ("Recipient") shall have a duty to protect only that Confidential Information which is (a) disclosed by the Discloser in writing and is marked as confidential at the time of disclosure, or which is (b) disclosed by the Discloser in any other manner and is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to the Recipient's representative named in paragraph 2 above within 30 days of the disclosure.

4. **Disclosure Period and Term.** This Agreement controls only Confidential Information which is disclosed between the Effective Date and \_\_\_\_\_, 20\_\_\_\_ ("Disclosure Period"). A Recipient's duty to protect Confidential Information disclosed under this Agreement expires \_\_\_\_\_ year(s) after the end of Disclosure Period.

5. **Use of Confidential Information.** A Recipient shall use the

6. **Protection of Confidential Information.** A Recipient shall not disclose the Confidential Information to a third party. A Recipient shall 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 the Recipient uses to protect its own confidential information of a like nature.

7. **Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which: (a) was in the Recipient's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient; (f) is disclosed under operation of law; or (g) is disclosed by the Recipient with the Discloser's prior written approval.

8. **Proprietary Rights.** Neither party to this Agreement acquires any intellectual property rights or any other rights under this Agreement except the limited right to use set out in paragraph 5 above.

9. **Independent Development.** Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any software or other material that is developed without reference to the Confidential Information.

10. **Export Administration.** Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of United States law.

11. **No Obligation to Purchase or Offer Products.** Neither party has an obligation under this Agreement to purchase or otherwise acquire any service or item from the other party. Neither party has an obligation under this Agreement to commercially offer any products using or incorporating the Confidential Information. The Discloser may, at its sole discretion, offer such products commercially and may modify them or discontinue such offerings at any time.

12. **General.** The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California.

### ORACLE CORPORATION

Authorized Signature: \_\_\_\_\_  
(Vice President Level or higher)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MUST BE SIGNED BELOW BY ORACLE REPRESENTATIVE SPECIFIED IN PARAGRAPH 2 ABOVE IF ORACLE IS THE "RECIPIENT".**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### PARTICIPANT

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Authorized Signature of Participant (if different from paragraph 2, above):  
\_\_\_\_\_  
\_\_\_\_\_