



# Confidential Disclosure Agreement

## For Hewlett Packard Enterprise ForCAST 2020

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For access to certain information which may be disclosed during Hewlett Packard Enterprise ForCAST 2020 (the "Event"), the participant identified below ("Participant") agrees to the following:

1. **THE PARTIES:** The Discloser, as defined in section 5 below, is Hewlett Packard Enterprise Company and its Affiliates, as defined in section 5 below (together "HPE"). The Recipient, as defined in section 5 below, is the Participant.
2. **DESCRIPTION OF CONFIDENTIAL INFORMATION:** The Confidential Information disclosed under this Agreement is described as:
  - a) **HPE Confidential Information:** Any commercial, business, financial, technical or other information relating to unannounced products, including future operations, features, functionalities, capabilities, specifications, availability dates, product development/roadmap and strategy information and HPE technologies, solutions, software and/or services
  - b) **Participant Confidential Information:** No confidential information will be disclosed by Participant.
3. **RESTRICTIONS:** The Participant and/or its employees receiving Confidential Information ("Recipient") shall maintain the Confidential Information in confidence and disclose the Confidential Information only to the Participant's employees, subcontractors and consultants who have signed a nondisclosure agreement with Participant, having similar terms and restrictions as this agreement and who have a need to know such Confidential Information in order to evaluate the Confidential Information in anticipation of a business relationship between the parties. If the Recipient has signed as an individual and not as an authorized representative of a company, the Recipient may not share the Confidential Information with any third parties or other employees of the Participant's company.
4. **DISCLOSURE AND PROTECTION PERIODS:**
  - a) The **Begin Disclosure Date** is June 15, 2020
  - b) The **Disclosure Period** ends June 20, 2020
  - c) The **Protection Period** ends June 20, 2022
  - d) The **Disclosure Period** and the **Protection Period** start on the Begin Disclosure Date.
5. **DEFINITIONS:**
  - a) A **Discloser** is a party disclosing information.
  - b) A **Recipient** is a party receiving disclosed information.
  - c) An **HPE Affiliate** is an entity controlling, controlled by or under common control with Hewlett Packard Enterprise Company.
  - d) 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.
  - e) **Disclosed Information** is all information disclosed by the Discloser to the Recipient during the Disclosure Period.
  - f) **Confidential Information** is only Disclosed Information that is described generally in Section 2 and is: (i) disclosed during the Event, (ii) marked at the time of disclosure to show its confidential nature or (iii) unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure.
  - g) **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.
  - h) An **Exception** is satisfied if the specific information: (i) was in Recipient's possession prior to receipt from Discloser (ii) is, or becomes, 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.



# Hewlett Packard Enterprise

## 6. OBLIGATIONS:

- a) During the Protection Period, Recipient will protect and ensure its employees, subcontractors, consultants and 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 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) Competitive Use. You may not use the Confidential Information to advertise, promote, endorse or market, directly or indirectly, any products, services, solutions or other technologies that, in HPE's sole and absolute discretion, compete with the products, services, solutions or technologies of HPE.
- c) Recipient will comply with all applicable export laws.
- d) 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) Each party waives all claims or portions of claims arising at any time 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 theory, 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..

9. WARRANTY. Discloser warrants that it has the right to make the disclosures under this Agreement. Discloser makes no guarantee that the Confidential Information disclosed to Recipient is information that will lead to product development and /or product release. Discloser makes no commitment to deliver a product, if one is developed with the Confidential Information, with the specifications and product pricing stated. Recipient agrees that Discloser shall not be liable for any damages Recipient may suffer as the result of making IT and/or other business decisions or assumptions based on the Discloser's Confidential Information disclosed during the Event. Recipient warrants that its employees, subcontractors, consultants and/or 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 Section 2. This Agreement shall not restrict reassignment of Recipient's employees. 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 Event Disclosed Information.

Please place your initials in the box provided.