

# FCIA Fibre Channel Testing

## Confidentiality Agreement

Submission Deadline: March 17, 2010

Event Date : May 24 – 28, 2010

*The Fibre Channel Industry Association (“FCIA”) is sponsoring the event identified below, including any advance planning and preparation activities in conjunction with such event (“Event”) to provide a multi-vendor environment for participating companies to test the interoperability of their Fibre Channel products across a broad number of applications and implementations. This Confidentiality Agreement (“Agreement”) is intended to protect the confidentiality of information relating to such tests and to ensure that such information is used solely to further the purpose of Fibre Channel interoperability testing and for implementing interoperability changes realized as a result of such testing (“Purpose”). This Agreement **must be signed in order for your company to participate** in the Event. A new agreement is required for each event. Even if your company has previously participated in a Fibre Channel testing event and completed this form, this Agreement **MUST** still be completed and signed on behalf of each participating company.*

**Please print a copy of this agreement, sign and fax by the deadline to the FCIA at 415-727-3699**

## Confidentiality Terms

As a condition of participating in the Event located at \_The University of New Hampshire InterOperability Laboratory (UNH-IOL)\_, between March 1, 2010 and March 1, 2011, the company identified below ("Company") agrees that any information with respect to (i) the performance, compatibility, interoperability or testing of Fibre Channel products which is realized or disclosed in conjunction with the Event (“Interoperability Information”) or (ii) any pre release or prototype products, proprietary tester equipment or test software identified, disclosed or operated at the Event (“Product and Test Equipment Information”) is the confidential and proprietary property of the respective owners of such Fibre Channel products. In order to protect the confidentiality of that Interoperability Information and Product and Test Equipment Information (together “Information”), Company agrees that it will not disclose any Information of any other company participating at the Event (“Participant”) to any non participating party and will hold the Information in confidence. Company may disclose the Information to its employees and contractors on a need to know basis and may use the Information only for the Purpose. If Company provides information to contractors, Company agrees that those contractors will be under obligations of confidentiality with respect to the Information as least as restrictive as this Agreement. Company agrees that in no case shall it use such Interoperability Information to support any claim of compliance with the Fibre Channel specification.

The confidentiality obligations of Company herein will not apply beyond one (1) year from the last day of the Event, nor will such obligations apply to any Information which (a) is now or hereafter becomes generally known or available in the public domain through no fault of the Company, (b) is knowingly furnished to others by its owner without restrictions on disclosure, (c)



is received from a third party not under obligation to treat the Information as confidential, or (d) is independently developed by or already in the possession of Company.

**Existing Agreements**

To the extent that Company is a party to an agreement or agreements with any of other Participant with respect to the subject matter of this Agreement, in the event of a conflict between this Agreement and such other agreement(s), as between Company and such Participant(s), such existing agreement(s) shall prevail over this Agreement.

**Governing Law**

This Agreement will be governed by and construed in accordance with the laws of California, without giving effect to any of its principles of conflicts of law.

**ACCEPTANCE**

The foregoing obligations are expressly agreed to by Company. The individual signing below on behalf of Company represents that he or she is authorized to execute this Agreement on behalf of the Company.

Company: \_\_\_\_\_

Individual: \_\_\_\_\_

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

Date: \_\_\_\_\_

Please type or print clearly the e-mail addresses whom you would like on the [plugfest@fibrenchannel.org](mailto:plugfest@fibrenchannel.org) email list. If the names are not given on this form, or are not individually requested to be added to [info@fibrenchannel.org](mailto:info@fibrenchannel.org), they will not be automatically entered from the previous plugfest. Unlimited e-mail addresses from each company are permitted.

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