



## CONFIDENTIAL DISCLOSURE AGREEMENT FOR DEVELOPMENT/MANUFACTURING TRANSACTIONS

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

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

This Confidential Disclosure Agreement (this "Agreement") is entered into by and between Oracle America, Inc. for and on behalf of itself and its affiliates under majority ownership or common control ("Oracle") and the Company identified above. In order to protect certain confidential information ("Confidential Information") that may be disclosed between them, Oracle and Company agree as follows:

1. The "Discloser(s)" of Confidential Information is/are:

(fill in either "Oracle" or "both")

The "Recipient(s)" of Confidential Information is/are:

(fill in either "Company" or "both")

2. The parties' primary contacts under this Agreement are:

On behalf of Oracle:

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

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

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

Other: \_\_\_\_\_

500 Oracle Parkway

Redwood City, CA 94065

On behalf of Company:

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

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

Work Address: \_\_\_\_\_

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

Recipient of Confidential Information shall have a duty to protect only that Confidential Information which is (a) disclosed by Discloser in writing and is marked as confidential at the time of disclosure, or which is (b) disclosed by 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 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 that is disclosed between the Effective Date and (the "Disclosure Period"). Recipient will hold Discloser's Confidential Information in confidence during the Disclosure Period and for a term of \_\_\_\_\_ years from the end of the Disclosure Period.

5. **Use of Confidential Information.** Recipient shall use Confidential Information only for the purposes of:

6. **Protection of Confidential Information.** Recipient shall not disclose Confidential Information to a third party. Recipient will use appropriate administrative, physical, and technical controls designed to protect Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, disclosure or publication of Confidential Information as Recipient uses to protect its own confidential information of a like nature.

7. **Exclusions.** This Agreement imposes no obligation upon Recipient with respect to Confidential Information that (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality; or (e) is disclosed by Recipient with Discloser's prior written approval. Either party may disclose Confidential Information in accordance with an order of a court of competent jurisdiction, provided that the Recipient gives Discloser such notice as is reasonable in the circumstances to give Discloser the opportunity to seek a protective court order or take such other legal steps to protect its interests in Confidential Information.

8. **Proprietary Rights.** Neither party to this Agreement acquires any intellectual property rights in any Confidential Information disclosed under this Agreement, except the limited right to use as set forth herein.

9. **Independent Action and Development Disclaimer.** Neither party has any obligation under this Agreement to purchase or otherwise acquire any service or item from the other party. The parties do not intend that any agency, partnership or joint venture relationship be created between them by this Agreement. Nothing in this Agreement will be construed to preclude either party from developing, using, marketing, licensing, and/or selling any software, hardware or data processing material developed without reference to Confidential Information, that is similar or related to anything that is described in the Confidential Information. This Agreement is intended to provide for information sharing only and is not a commitment to deliver any hardware, software or other material, or code, or functionality. Any information provided under this Agreement is subject to change at any time and should not be relied upon in making purchasing decisions. The development, release, and timing of any features or functionality for Oracle's products and for Company's products remain at the sole discretion of Oracle and Company, respectively. Neither party should rely on the future availability of any future product, service or functionality of the other party, notwithstanding any Confidential Information that is disclosed under this Agreement.

10. **Export Administration.** Recipient agrees to comply fully with all relevant export laws and regulations of the U.S. ("Export Laws") to assure that neither Confidential Information nor any direct product thereof is: (1) exported, directly or indirectly, in violation of this Agreement or Export Laws; or (2) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Recipient agrees that Confidential Information may not be viewed by, or otherwise provided or made available, either directly or indirectly, to: (1) individuals or entities from any country within the U.S. Export Administration Regulations country E:1 group, as it exists in fact, or any other country subject to U.S. trade sanctions, or to nationals or residents of such countries, wherever located, other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (2) to any individual or entity on the U.S. Treasury Department or U.S. Commerce Department export exclusions list, as they exist in fact.

11. **Governing Law.** This Agreement will be governed by the substantive laws of California and the procedural laws of the California state or federal courts and the Company and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement.

12. **Personal Information.** Personal information provided under this Agreement shall be considered Confidential Information and may be accessed, transferred and stored globally. Each party is responsible for providing any notices and obtaining any consents associated with its disclosure, and the other party's use, storage and transfer, of such information, and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. The parties agree not to disclose government issued identification numbers or any health, financial, payment card, or any other sensitive personal information unless it has first been de-identified in accordance with all legal, regulatory and industry standards applicable to such information. The parties shall each comply with privacy and data protection laws directly applicable to their respective use of each other's personal information.

13. **Entire Agreement.** This Agreement sets forth the entire agreement with respect to Confidential Information disclosed hereunder 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 authorized representatives of both parties. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

**ORACLE AMERICA, INC.**

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

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

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

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

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

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

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

Version 20221116

Bilateral CDA (Company or Both as Recipient)

**COMPANY:**

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

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

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