

Effective Date: [Click or tap to enter a date.](#)

The parties agree on the following terms:

I. Definition of Confidential Information

1. In this Agreement, "Confidential Information" means information exchanged during the Disclosure Period (defined in §2), which:
 - (a) is disclosed by both parties, or, if checked here, is disclosed only by Participant or only by Keysight, whether the disclosure is made to or by a party hereunder or any of its Affiliates (defined in §6),
 - (b) concerns information related to creating, evaluating, or implementing a product, service, solution, application, or business proposal including, but not limited to, information regarding either party's current or future products and services, roadmaps, prices, costs, non-public financial information, development plans, techniques, processes, programs, schematics, sales and marketing plans, and business opportunities,
 - (c) is marked as confidential at the time of disclosure, or if unmarked (e.g. orally or visually disclosed), the disclosing party can show (i) was designated as confidential at the time of disclosure and (ii) was disclosed under circumstances in which the receiving party should reasonably have understood the information to be confidential, and
 - (d) prior to receipt from the disclosing party was neither publicly available nor in the receiving party's possession without a duty of confidentiality.
2. The "Disclosure Period" is the time during which the parties may disclose and receive Confidential Information. The Disclosure Period begins on the Effective Date and, unless this Agreement is terminated under §II.4, expires one (1) year after the Effective Date.
3. This Agreement does not contemplate the disclosure of source code and will not be used for disclosure of source code.
4. Confidential Information may include the disclosing party's trade secrets only if: (1) the disclosing party informs the receiving party, prior to disclosure, that it intends to disclose information that it considers to be a trade secret; (2) clearly marks that Confidential Information as a "trade secret"; and (3) gives the receiving party the opportunity to refuse receipt of the trade secret in advance. If any Confidential Information marked as "trade secret" is disclosed without the receiving party having been given the opportunity to refuse receipt, the Confidential material will qualify only as Confidential Information under this Agreement and not as a trade secret.
5. Information will cease to qualify as Confidential Information once it becomes publicly available without breach of this Agreement, is rightfully obtained by the receiving party from another source without a duty of confidentiality, or the receiving party can show was independently developed or ascertained by the receiving party.
6. An Affiliate is any subsidiary, parent, subsidiary of the parent, or corporate affiliate of a receiving party, whether any such relationship is of direct or indirect nature.

II. Obligations

1. Confidential Information may only be used for the purposes related to offering, evaluating, proposing, or implementing a business transaction between the parties.
2. A receiving party will use the same degree of care it uses to protect its own information of a similar confidential nature, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination, or publication of Confidential Information. A receiving party may share Confidential Information with its professional advisors and agents ("Representatives") who have a need to know such information for the stated purpose and who are bound by a similar or more stringent duty of confidentiality. The obligations under this §II will not apply to the extent information is required to be disclosed under operation of law, provided, to the extent permitted by applicable law, the disclosing party has been given reasonable advance notice to object to or limit such disclosure.
3. The "Confidentiality Period" is the duration of time that Confidential Information must be maintained as confidential. The Confidentiality Period terminates 2 year(s) from expiration of the Disclosure Period provided, however, that any Confidential Information that is specifically identified as a trade secret under §I.4 above will be kept confidential for the longer of i) the Confidentiality Period and ii) as long as such information qualifies as a trade secret.
4. This Agreement will remain in effect until the end of the Confidentiality Period; provided, however that either party may terminate this Agreement by giving the other party at least thirty (30) days' prior written notice. In the event of termination for convenience, if the Disclosure Period has

not already expired as of the date of notice of termination, it will automatically expire and the Confidentiality Period will begin as of the effective date of such termination.

5. A party will return or certify destruction of the Confidential Information upon request. A party may, however, save one copy of the Confidential Information solely for purposes of legal proceedings. Notwithstanding the foregoing, a receiving party is not required to delete Confidential Information stored on backup or archival servers and such Confidential Information will remain Confidential under the terms of this Agreement until it is deleted or destroyed.

III. Warranties

1. Each party warrants that its Affiliates and Representatives with access to the Confidential Information will abide by all terms and conditions of this Agreement.
2. Each party warrants that it has the right to make the disclosures under this Agreement.
3. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY AS TO ITS ACCURACY OR COMPLETENESS.

IV. Miscellaneous

1. Without regard to choice of law provisions, this Agreement is governed by and will be construed in accordance with the laws of the country and jurisdiction of the Keysight contracting entity or, if filled in here, then the laws of: ____.
2. Neither party acquires any intellectual property rights under this Agreement except the rights granted in §II.1. This Agreement does not create any agency or partnership relationship.
3. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services, or products. Any modification to this Agreement must be made in writing and signed by both parties.
4. Both parties will comply with all applicable export laws and cooperate in good faith to support such compliance. Any Confidential Information, technical data, and prototypes ("Items") restricted under any economic, financial, and trade sanctions laws and regulations, orders and directives including, without limitation, those issued by (a) the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, and U.S. Department of Commerce, (collectively, "U.S. Sanctions") and (b) U.S. export control laws, regulations, orders and directives, including the U.S. International Traffic in Arms Regulations ("ITAR") and the U.S. Export Administration Regulations ("EAR"), (collectively, "U.S. Export Control Laws") must be specifically identified as such by the disclosing party at the time of disclosure. The receiving party will ensure that specifically identified Items are not exported, reexported, deemed exported, or deemed reexported without first obtaining all export licenses or authorizations under relevant export controls and/or sanctions laws, including without limitation U.S. Sanctions and U.S. Export Control Laws.
5. Each party acknowledges that monetary remedies may not be sufficient to protect Confidential Information and that the disclosing party may seek injunctive relief in the event of any threatened or actual breach of any of the obligations under this Agreement.
6. Neither party may assign this Agreement without the other party's written consent, such consent not to be unreasonably withheld, except for assignment as part of the divestiture or sale of substantially all assets of the relevant business.
7. This Agreement may be executed in counterparts and such counterparts will constitute the same document. The parties agree that either party may sign this Agreement, including subsequent amendments, using electronic signatures.

Keysight

Choose an item.

Authorized Signature:

Printed Name:

Title, Entity/Division:

Keysight Point of Contact (No Signature Required):

Point of Contact e-mail:

Point of Contact phone number:

Participant

Company Name:

Address:

Authorized Signature:

Printed Name:

Title:

Signer's e-mail:

Signer's phone number: