**MUTUAL NONDISCLOSURE AGREEMENT**

**WITH**

**CUSTOMER**

This Agreement, effective when signed by both parties (“Effective Date”), is made by and between **Cisco Systems, Inc. (“Cisco”)** having an office for the transaction of business located at Address (“CUSTOMER”) under its Contract No. 3343q2345

CUSTOMER and Cisco(referred to individually as a “Party” or collectively as the “Parties”) wish to exchange certain Proprietary Information regarding CUSTOMER’s IP addresses, network equipment configurations, and network routing information.

The Parties agree:

1. To perform all terms of this Agreement and to maintain the Proprietary Information in confidence, giving the Proprietary Information the same degree of care, but no less than a reasonable degree of care, as the Parties exercise with their own proprietary information to prevent its unauthorized disclosure.
2. To exchange and use the Proprietary Information solely for the purpose of network troubleshooting, evaluation and testing for potential future applications of new technologies.
3. That neither Party, without the prior written consent of the other, will disclose any portion of the Proprietary Information to others except to their employees, agents, consultants, subcontractors or U.S. Government personnel having a need to know to accomplish the sole purposes stated above; each of the foregoing shall also be bound by a like obligation of confidentiality under this Agreement, except U.S. Government personnel, who are bound by 18 U.S.C. §1905.
4. That neither Party will remove any legends or markings which identify materials received as “Proprietary Information” without the express written permission of the disclosing Party.
5. That neither Party nor DOE will have any obligation or assume any liability with respect to any portion of the Proprietary Information that:
   1. the receiving Party or DOE can demonstrate by written record was previously known to them;
   2. is, or becomes, available to the public through no fault of the receiving Party or DOE;
   3. is lawfully obtained by a Party or DOE from a third party and is not subject to an obligation of confidentiality owed to the third party; or
   4. is independently developed by or for the receiving Party or DOE independent of any disclosure under this Agreement.

The receiving Party or DOE may disclose Proprietary Information if required by law or court order but must endeavor to give the disclosing Party reasonable prior notice to allow the disclosing Party an opportunity to obtain a protective order. However, the receiving Party or DOE is not required to pursue a protective order on behalf of the disclosing Party.

1. That Proprietary Information disclosed will be in writing and clearly identified “Proprietary Information” or its equivalent. If Proprietary Information is initially disclosed orally or by demonstration, the disclosing Party will identify it as Proprietary Information or its equivalent at the time of disclosure.
2. That all rights and title to the Proprietary Information disclosed under this Agreement will remain the property of the disclosing Party or third-party owner of the Proprietary Information unless otherwise agreed to in writing by the Parties.

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| **Technical Contact for: Cisco Systems, Inc.** | **Technical Contact for: CUSTOMER** |
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1. That the furnishing of Proprietary Information shall not constitute any grant or license to the receiving Party for any legal rights now or subsequently held by the disclosing Party or third-party owner of the Proprietary Information.
2. That employees, officers, agents, subcontractors, or other persons affiliated in any manner with a Party may have discussions concerning similar or identical subject matter as to that Proprietary Information disclosed under this Agreement with third parties; this provision in no way negates a Party’s obligations of confidentiality and non-disclosure under this Agreement.
3. That this Agreement will be interpreted, and the relationship between the Parties will be construed, in accordance with the laws of the U.S. Government, and to the extent that there is no U. S. Government law, the laws of the State of South Carolina, without regard to its conflict(s) of law(s) provision(s).
4. That this Agreement will conclude two (2) years after the Effective Date, at which time the Parties may destroy the Proprietary Information if requested by the disclosing Party. A receiving Party may keep one copy of the Proprietary Information for archival purposes only. The secrecy and non-use obligations of the receiving Party, set forth above, will remain in effect for five (5) years from the Effective Date.
5. That the receiving Party acknowledges its obligations to control access to information under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations regarding any information received under this Agreement in perpetuity. Failure to comply with U.S. Export Control requirements may result in criminal liability.
6. That this Agreement supersedes any prior agreements between the Parties as to the Proprietary Information. Any modifications to this Agreement must be in writing and signed by the duly authorized representative of each Party.
7. That Cisco may not assign this Agreement without the prior written consent of CUSTOMER, which shall not be unreasonably withheld. CUSTOMER may assign this Agreement to a successor prime contractor, DOE or DOE’s designee, each with subsequent notification to Cisco.
8. This Agreement shall not be construed to supersede or otherwise alter individual obligations or rights relating to communications to Congress or the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or any other whistleblower protection.

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| **CISCO SYSTEMS, INC.** |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Signature) | (Signature) |
| Name: |  |
| Title: | Partnerships |
| Date: | Date: |