THIS NONDISCLOSURE AGREEMENT ("Agreement") is dated and effective as of the effective date listed below ("Effective Date"), and is among and between Cal Poly Corporation ("Cal Poly"), a nonprofit corporation and auxiliary of California Polytechnic State University, with a mailing address of 1 Grand Avenue, San Luis Obispo, CA 93407, and each other party listed in the signature party area below. Cal Poly Corporation is an authorized representative of California Polytechnic State University for research and technology, including external funding, research, commercialization, and technology transfer. Collectively, Cal Poly and each other party are referred to as the parties.

1. PURPOSE: The parties wish to discuss matters of mutual interest, for the purpose more fully described below ("Purpose"). In order to fulfill the Purpose, the parties expect to disclose to one another certain information considered proprietary or confidential.

2. CONFIDENTIAL INFORMATION: The parties intend to disclose to one another certain information which is not in the public domain and is deemed confidential and proprietary to the disclosing party ("Confidential Information"). Each party receiving Confidential Information under this Agreement hereby agrees to take all necessary and reasonable measures to prevent against further disclosure of such Confidential Information, and to restrict access to and control the use of such Confidential Information to the expressly permitted scope under this Agreement. Information will be deemed as Confidential Information and governed by the obligations of nondisclosure and restricted use set forth in this Agreement, if it: (A) is clearly and conspicuously marked as "confidential" or "proprietary" by the disclosing party at the time of initial disclosure; (B) is transmitted via electronic or hard copy cover letter or memorandum indicating that the contents are "confidential" or "proprietary;" (C) orally identified as confidential at the time of disclosure and then subsequently summarized in written form in a clearly and conspicuously marked document and submitted to the receiving party within twenty (20) days of the initial disclosure; or (D) reasonably should be considered confidential due to the nature of the information and circumstances of disclosure.

3. NONDISCLOSURE: A receiving party must protect Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized access, use, dissemination, or publication of Confidential Information as the receiving party uses to protect its own confidential information of like nature. A receiving party is responsible for any breach of this Agreement made by any of its agents as if the receiving party itself had made the breach. Agents includes but is not limited to those individuals or companies performing work on behalf of or for the receiving party.

4. INFORMATION NOT COVERED: A receiving party has no obligation with respect to any information which: (A) was lawfully known by the receiving party before receipt of it from the disclosing party; (B) is or becomes generally known to the public through no wrongful act or omission of the receiving party; (C) is rightfully provided to the receiving party by a third party, without restriction on disclosure or use; (D) is independently developed by personnel of the receiving party, without breach of the obligations of confidentiality set forth in this Agreement; (E) is explicitly approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or (F) is made available by the disclosing party to a third party, without restriction concerning use or disclosure and not in violation of any confidentiality agreement.

5. OWNERSHIP: All Confidential Information supplied by the disclosing party will remain the property of the disclosing party. Receiving party must return or destroy all copies of Confidential Information to the disclosing party within twenty (20) days of request or, at the direction of, the disclosing party.

6. PERMITTED USE: Confidential Information may only be used by a receiving party for the Purpose set forth in this Agreement. Confidential Information may be disclosed to the employees, agents, and financial or legal advisors of the receiving party only on a "need to know" basis, if such persons are subject to obligations of confidentiality and restricted use substantially identical to the terms specified in this Agreement.

7. PERMITTED DISCLOSURE: No party will be liable for disclosure of Confidential Information to the extent made: (a) to comply with a valid Public Records Act request (as applicable to public entities); or (b) in response to a valid order of court or authorized government agency, provided that notice must first be given to the party owning the Confidential Information, so a protective order, if appropriate, may be sought by the owner. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

8. NO OTHER RIGHTS: A receiving party does not receive any right or license, express or implied, under any patents, copyrights, trade secrets, or other intellectual property rights of the disclosing party under this Agreement except the limited right to use the Confidential Information to carry out the Purpose during the term of this Agreement.

9. TERM AND TERMINATION: This Agreement is effective as of the Effective Date and will continue for three (3) years from the Effective Date ("Term"), unless otherwise terminated earlier in accordance with the terms of this Agreement. Each party’s respective obligations of nondisclosure and restricted use shall be in accordance with this Agreement, and will continue in effect for three (3) years following the last date of disclosure of any Confidential Information which occurs during the Term. The expiration of this time period shall not convey any ownership or other rights related to Confidential Information to the receiving party. The obligations of nondisclosure and restricted use will survive any earlier termination of this Agreement. Any party may terminate this Agreement upon thirty (30) days prior written notice to the other parties, or immediately, by written notice to the other parties for material breach of the terms of this Agreement.

10. WARRANTY DISCLAIMER: CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SUFiCiENCY, ACCuRACY OR COMPLETENESS OF THE INFORMATION DISCLOSED FOR ANY PURPOSE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

11. MUTUAL DISCLAIMERS: No other existing agreement between the parties, if any, is modified or terminated by this Agreement. No party agrees to indemnify the other parties for liability resulting from infringement of patent, copyright, or trademark of a third party caused by the use of any Confidential Information disclosed under this Agreement. No party has an obligation under this Agreement to enter into any negotiations or transactions, to purchase any product or service from any of the other parties, or to offer for sale products using or incorporating the Confidential Information. Nothing in this Agreement shall be construed as a representation that a party will not independently pursue similar opportunities, or acquire or receive products, information, concepts or techniques similar to or competing with products, information, concepts,
systems or techniques embodied in the Confidential Information, alone or with other persons/entities, provided that the obligations of this Agreement are not breached.

12. EQUITABLE RELIEF: Each party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the disclosing party, for which there may be no adequate remedy at law, and the disclosing party is entitled to seek equitable relief to compel the receiving party to cease and desist all unauthorized use and disclosure of the disclosing party's Confidential Information. If any party brings an action to enforce or protect any rights, obligations or duties under this Agreement, then the prevailing party will be entitled to recover, in addition to its damages, reasonable attorneys’ fees and costs.

13. GOVERNING LAW/VENUE/ARBITRATION: This Agreement is governed by the law of the State of California, United States of America. This Agreement shall be enforceable against the parties in the courts of the United States of America and of the State of California. Each party hereby irrevocably submits to the exclusive jurisdiction (including personal jurisdiction) of such courts located within the State of California, and agrees that all claims in respect of this Agreement may be heard and determined in any such courts.

14. EXPORT REGULATION: No party may export any technical Confidential Information acquired under this Agreement to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining the required license or approval. Receiving party will be responsible for obtaining any export license or approval as necessary for the use and disclosure of Confidential Information under this Agreement.

15. PUBLICITY: The specific terms of this Agreement, including the Purpose, and the parties’ disclosures and activities in connection with this Agreement, are Confidential Information. A party may however disclose the terms of this Agreement and the activities in connection with this Agreement: (A) to legal counsel of the party; (B) in connection with the enforcement of this Agreement or rights under this Agreement; or (C) under identical confidentiality terms, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation for such transaction.

16. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it enforceable, and the legality, validity and enforceability of the remaining provisions will not be affected thereby.

17. ASSIGNMENT: This Agreement is not assignable to a third party without the prior written consent of the other parties.

18. FINAL AGREEMENT: This Agreement states the entire agreement between the parties relating to the Purpose and supersedes all prior written or verbal agreements relating to this Agreement. This Agreement may only be modified in a writing signed by all parties. The parties agree to be legally bound by this Agreement. Notwithstanding any statute, regulation, or other rule of law, a signature provided by facsimile or other electronic copy will be deemed to be an original signature, and this Agreement may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

EFFECTIVE DATE of this Agreement: __________________________

[NOTE: If left blank, the Effective Date as to each party shall be the date of its signature to this Agreement.]

PURPOSE: Discussion and analysis of potential licensing or sale of intellectual property rights without any obligation of any party to enter into any such transaction.

PARTY A: Cal Poly
By: ____________________________          By: ____________________________
Printed Name: __________________________  Printed Name: __________________________
Title: __________________________      Title: __________________________
Date: __________________________       Date: __________________________
Primary Contact Person Name:             Primary Contact Person Name:
Contact Address and Phone: __________________________

PARTY B: [INSERT NAME]:
By: ____________________________          By: ____________________________
Printed Name: __________________________  Printed Name: __________________________
Title: __________________________      Title: __________________________
Date: __________________________       Date: __________________________
Primary Contact Person Name:             Primary Contact Person Name:
Contact Address and Phone: __________________________

PARTY C: [IF ANY] [INSERT NAME]: __________________________
By: ____________________________          By: ____________________________
Printed Name: __________________________  Printed Name: __________________________
Title: __________________________      Title: __________________________
Date: __________________________       Date: __________________________
Primary Contact Person Name:             Primary Contact Person Name:
Contact Address and Phone: __________________________

PARTY D: [IF ANY] [INSERT NAME]: __________________________
By: ____________________________          By: ____________________________
Printed Name: __________________________  Printed Name: __________________________
Title: __________________________      Title: __________________________
Date: __________________________       Date: __________________________
Primary Contact Person Name:             Primary Contact Person Name:
Contact Address and Phone: __________________________