

This is an excerpt from Alcatel-Lucent's standard Supply Contract used for the sales of products and services to end customers

1. CONFIDENTIAL INFORMATION

- 1.1. "Confidential Information" means: (a) any nonpublic information disclosed by either Party (the "Discloser") to the other Party (the "Recipient") in any form, including written, electronic, photographic or other tangible form, or information provided orally or visually; (b) any notes and other records made from or about such information; (c) all copies of any of such information, notes or other records; and (d) the terms and conditions of this Agreement. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified by Discloser with a legend as being confidential or proprietary, but the absence of such mark or identification will not affect Recipient's obligations to treat such information as Confidential Information.
- 1.2. Discloser grants Recipient the right to use the Confidential Information solely to exercise its rights and to perform its obligations under this Agreement (the "Purpose"). Recipient shall hold the Confidential Information in confidence using the same degree of care the Recipient normally exercises to protect its own proprietary information of a similar nature, using no less than a reasonable degree of care, and shall not disclose the Confidential Information to any third party, except as expressly provided herein. Recipient may disclose Discloser's Confidential Information only to those of Recipient's and its affiliates' employees ("Representatives") who require knowledge of the Confidential Information to accomplish the Purpose and who have been advised by Customer of their obligations under this Agreement. In addition, Recipient may disclose Confidential Information of Discloser to Recipient's subcontractors and agents who, in each case, (i) require knowledge of the Confidential Information to accomplish the Purpose, (ii) have agreed in writing to maintain the confidentiality of the information and (iii) are not competitors or employees of any competitor of Alcatel-Lucent or any of its affiliates (when Customer is the Recipient). Recipient shall provide Discloser with a copy of each such writing at its request. Recipient is liable for each Representative's, subcontractor's and agent's compliance with this Agreement. An individual who has seen Discloser's Confidential Information under this Agreement is not precluded from working on projects for Recipient that relate to similar subject matters whether during or after the term of this Agreement, provided that the individual does not use or make reference to Discloser's Confidential Information.
- 1.3. The preceding obligations and restrictions do not apply to Confidential Information if, and then only to the extent that, it: (a) was known to Recipient before receipt from Discloser; (b) is generally available to the public (or becomes so) without the fault or negligence of Recipient; (c) is or was rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is or was independently developed by or for Recipient or its affiliates without any use of or reference to Discloser's Confidential Information.
- 1.4. Recipient may disclose the Confidential Information as required by law; provided, however, that Recipient shall (a) when permitted by law, give Discloser prompt written notice of a disclosure requirement and before the disclosure is made, (b) take reasonable actions and provide reasonable assistance to Discloser to secure confidential treatment at Recipient's cost, and (c) disclose only such Confidential Information as is required by law.
- 1.5. Recipient shall promptly return or destroy (at Discloser's option) all copies and excerpts of the Confidential Information to Discloser when no longer needed or when requested to do so by Discloser, except for copies of documents in electronic formats that are made as a consequence of automatic backup processes and procedures. Despite the preceding sentence, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information.
- 1.6. Other than the limited right to use the Confidential Information for the Purpose, Discloser does not grant any right or license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret, or any other intellectual property right.