



NONDISCLOSURE AGREEMENT

This Agreement is entered into by Cray Inc., a Washington corporation, having a place of business at 1340 Mendota Heights Rd., Mendota Heights, Minnesota 55120, on behalf of itself and its affiliates (hereinafter collectively "Cray") and _____ of _____, having a place of business
(Individual's Name) (Company Name)
at _____ (hereinafter "User"), effective _____.
(Address) (Today's Date)

The parties agree as follows:

1. **PURPOSE OF AGREEMENT:** Cray believes it is desirable to deliver Confidential Information (defined below) relating to: Cray supercomputer systems for the purpose of User receiving instruction in operation and support of such systems.
2. **CONFIDENTIAL INFORMATION:** During the term of this Agreement, User may have access to or have an opportunity to observe information that User should reasonable understand to be confidential or proprietary to Cray, which includes but is not limited to information relating to manufacturing processes, materials, equipment, suppliers, customers, research activities, test reports, business plans, business methods or operations (hereinafter "Confidential Information"). User will not, during or after the term of this Agreement, use or divulge to others any such trade secrets of Confidential Information. User agrees to treat as confidential and not to use or disclose to third parties any information provided by Cray which is marked or otherwise identified so as to indicate its confidential nature or information which under the circumstances User should reasonably know is being disclosed in confidence. In the event of breach of User's obligations under the terms of this Section 2, Cray shall be entitled to injunctive relief.
3. **USE AND HANDLING OF CONFIDENTIAL INFORMATION:** For a period of five (5) years from the effective date hereof, User may use the Confidential Information disclosed by Cray for the purpose set forth in Paragraph 1. User shall make no other use of the Confidential Information and shall safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. User may make the Confidential Information available only to its employees who have a need for such access, and User shall inform all such employees of their obligations under this Agreement. User may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement. All proprietary and copyright notices in the original must be affixed to copies or partial copies.
4. **LIMITATIONS ON THE OBLIGATION WITH RESPECT TO CONFIDENTIAL INFORMATION:** User shall not be obligated to maintain any information in confidence or refrain from use, if:
 - a. The information was in User's possession or was known to it prior to its receipt from Cray;
 - b. The information is independently developed by User without the utilization of Confidential Information of Cray;
 - c. The information is or becomes public knowledge without the fault of User;
 - d. The information is or becomes rightfully available on an unrestricted basis to User from a source other than Cray; or

- e. The information becomes available on an unrestricted basis to a third party from Cray or from someone acting under its control.
 - f. The information is publicly disclosed (i.e. not under adequate protective order) by the receiving party under an order of a court or government agency, provided that the receiving party provides prior written notification to the disclosing party of such obligation and the opportunity to oppose such order.
5. **INTELLECTUAL PROPERTY RIGHTS:** No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, under any patent, trade secret, copyright, mask work right, or other intellectual property right now held by, or which may be obtained by, or which are or may be licensable by Cray.
 6. **ASSIGNMENT:** User may not assign any of its rights or obligations under this Agreement without the prior written consent of Cray.
 7. **RETURN OF MATERIALS:** Upon expiration of the period of use set forth in Paragraph 3 or upon completion of the purpose contemplated for the release of the Confidential Information, or upon request from Cray, whichever occurs first, User shall immediately return to Cray all Confidential Information received under this Agreement and all copies thereof or, if Cray requests, shall immediately destroy all Confidential Information, and shall certify such destruction to Cray.
 8. **EXPORT COMPLIANCE:** User understands and acknowledges that information received from Cray, including Confidential Information, is controlled under the United States export laws, including, but not limited to, the Export Administration Regulations (“EAR”) administered by the United States Department of Commerce. User hereby certifies that such information will not be further disclosed, exported, reexported, transmitted or transferred, in any manner or for any purpose, to any foreign country, foreign person or foreign national, wherever located, including foreign persons employed in the United States, unless previously authorized in writing by Cray and the appropriate U.S. Government licensing agency. User agrees to provide Cray a copy of any export authorization or to certify that authorizations have been obtained. Export authorizations include export licenses obtained from U.S. Government licensing agencies or any license exceptions or exemptions invoked to authorize the controlled activity.
 9. **TERM:** The obligations of User to refrain from disclosure and use of any of the Confidential Information received under this Agreement shall remain in effect after the termination or expiration of this Agreement.

Cray Inc.

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date _____