



Confidentiality Agreement

Event: _____
Date: _____
Location: _____

The Storage Networking Association (“SNIA”) and the SNIA Cloud Storage Initiative (“CSI”) in association with the Open Grid Foundation (OGF) are sponsoring the event identified above, including any advance planning and preparation activities in conjunction with such event (“Event”) to provide a multi-vendor environment for participating companies to test the interoperability of their products or services across a broad number of applications and implementations. This Confidentiality Agreement (“Agreement”) is intended to protect the confidentiality of information relating to such tests and to ensure that such information is used solely to further the purpose of CDMI (“Cloud Data Management Interface”) and OCCl (“Open Cloud Computing Interface”) interoperability testing and for implementing interoperability changes realized as a result of such testing (“Purpose”). This Agreement **must be agreed to in order for your company to participate** in the Event. A new agreement is required for each event. Even if your company has previously participated in a SNIA Cloud Plugfest testing event and completed this form, this Agreement **MUST** still be completed on behalf of each participating company.

Confidentiality Terms

As a condition of participating in the Event, whether by physical presence at a designated plugfest location or remotely via telepresence, the company or individual identified below (“Participant”) agrees that any information with respect to (i) the performance, compatibility, interoperability or testing of Cloud Storage or Cloud Computing-based products, which is realized or disclosed in conjunction with the Event (“Interoperability Information”) or (ii) any pre-release or prototype products, proprietary tester equipment or test software identified, disclosed or operated at the Event (“Product and Test Equipment Information”) is the confidential and proprietary property of the respective owners of such Cloud Storage or Cloud Computing-based products. In order to protect the confidentiality of that Interoperability Information and Product and Test Equipment Information (together “Information”), Participant agrees that it will not disclose any Information of any other participant participating at the Event (“Participant”) to any non-participating party and will hold the Information in confidence. Company may disclose the Information to its employees and contractors on a need to know basis and may use the Information only for the Purpose.

If the Participant provides Information to contractors, Participant agrees that those contractors will be under obligations of confidentiality with respect to the Information as least as restrictive as this Agreement. Should Participant send a contractor to the event in no way can the contractor use the plugfest to promote the contractor's company or behave in any fashion other than as a contractor representing the OEM. Any violations of this policy will not be tolerated, if a violation occurs the offending contractor may be subject to serious reprimands including both the OEM and contractor being barred from future events.

The confidentiality obligations of Participant herein will not apply beyond one (1) year from the last day of the Event, nor will such obligations apply to any Information which (a) is now or hereafter becomes generally known or available in the public domain through no fault of the Participant, (b) is knowingly furnished to others by its owner without restrictions on disclosure, (c) is received from a third party not under obligation to treat the Information as confidential, or (d) is independently developed by or already in the possession of Participant.

Existing Agreements

To the extent that Participant is a party to an agreement or agreements with any of other Participants with respect to the subject matter of this Agreement, in the event of a conflict between this Agreement and such other agreement(s), as between Participant and such Participant(s), such existing agreement(s) shall prevail over this Agreement.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of California, without giving effect to any of its principles of conflicts of law.

ACCEPTANCE

Participant and Contractor, if any, expressly agree to the foregoing obligations. The individual(s) signing below represents that he/she is authorized to execute this Agreement on behalf of the Company or Contractor.

Fax this form to 1-719-694-1389 or e-mail to csimanager@snia.org

Company: _____

Contractor: _____

Individual: _____

Individual: _____

Date: _____

Date: _____

E-mail: _____

E-mail: _____