

CONFIDENTIALITY AGREEMENT

Disclosure by AT&T

THIS AGREEMENT, effective on the date when signed by the last Party (“Effective Date”), is between **AT&T Services, Inc.**, (doing business as AT&T Labs), a Delaware corporation, having a place of business at 1 AT&T Way, Bedminster, New Jersey, 07921, (collectively “AT&T”), and **(Insert Entrant’s Legal Name Of Institution (If Applicable) And Each Team Member)**, located at **(Insert Entrants’ Complete Address)**, (collectively the “**ENTRANT**”). Each Party may be referred to in the singular as "Party" or in the plural as "the Parties" to this Agreement.

The Parties agree as follows:

1. In connection with entering a design competition held by AT&T, i.e., the **AT&T SDN NETWORK DESIGN CHALLENGE** (the “Challenge”), AT&T may find it beneficial to disclose to **ENTRANT** certain confidential or proprietary information in written, oral or other tangible or intangible forms, which may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, data sets, specifications, drawings, diagrams, models, computer programs, source codes, databases, marketing and other technical, financial or business information, or other materials and concepts relating to AT&T’s current, future and proposed products and processes (individually and collectively, “Information”). Information which is disclosed, whether provided in tangible or intangible form, including, but not limited to, electronic mail, shall be deemed to be confidential or proprietary to AT&T.
2. **ENTRANT** understands that, except as otherwise agreed in writing; the Information which it may receive concerning AT&T’s future plans with respect to the Challenge is tentative and is not intended to represent firm decisions concerning the implementation of such plans.
3. **ENTRANT** shall:
 - a. hold such Information in strict confidence, and except as expressly set forth herein, will not disclose such confidential and proprietary Information to any third person(s) (which term as used in this Agreement will be broadly interpreted to include without limitation any university, corporation, company, group, partnership, agency, or individual);
 - b. restrict disclosure of the Information in order to fulfill the Challenge solely to its team with a need to know such Information in order to fulfill the Challenge, advise those persons of their obligations hereunder with respect to such Information, and assure that such persons are bound by obligations of confidentiality no less stringent than those imposed in this Agreement;
 - c. use the Information only as needed for the purposes of evaluating the Information and discussions relevant to the Challenge; and not for any other commercial or academic use with or by a third party;
 - d. except for the purposes of the Challenge, not copy, distribute, or otherwise use such Information or knowingly allow anyone else to copy, distribute, or otherwise use such

Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and

- e. immediately after its use for the Challenge, or, upon request, promptly return to AT&T all Information upon request by AT&T. **ENTRANT** shall certify in writing within five (5) business days to AT&T that all such Information has been destroyed or, if the Information was recorded on an erasable storage medium, that all such Information has been erased.
 - f. not use the confidential and proprietary Information in any respect to compete with AT&T at any time or provide such Information to a third party to compete with AT&T.
4. **ENTRANT** will assume the liability for all damages, losses, costs, or expenses which result from (i) the use of the Information by **ENTRANT** for any purpose other than the permitted use; (ii) disclosure of the Information by **ENTRANT** to third parties or entities; or (iii) the use of the Information by any person or entity other than **ENTRANT**, caused by the unauthorized disclosure or dissemination of same by any employees, agents, or contractors of **ENTRANT**.
 5. The term of this agreement is one (1) years from the above stated Effective Date. Any Information relating to the Challenge that is disclosed **ENTRANT** shall remain confidential for three (3) years from the date of disclosure.
 6. The Information shall be deemed the property of AT&T, who exclusively shall retain all rights to such Information. Nothing contained in this Agreement shall be construed as granting or conferring any patent, copyright, trademark, or other proprietary rights by license or otherwise in any such Information. **ENTRANT** acknowledges and understands that any use of the Information provided herein, other than as provided herein, shall be considered a material breach of this Agreement.
 7. This Agreement shall benefit and be binding upon the Parties hereto and their respective affiliates, successors and assigns. For the purposes of this agreement, the term "affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in either Party (a "parent company"), and (2) a company, whether incorporated or not, in which a controlling interest is owned, either directly or indirectly, by: (i) either Party or (ii) a parent company.
 8. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.
 9. In the event **ENTRANT** discloses, disseminates, or releases any confidential or proprietary Information received from AT&T, except as provided in Section 4, such disclosure, dissemination, or release shall be deemed a material breach of this Agreement. AT&T may demand prompt return of all confidential and proprietary Information previously provided to **ENTRANT** and terminate this Agreement. The provisions of this Section are in addition to any other legal rights or remedies AT&T may have in law or in equity.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, irrespective of its choice of law principles. Both Parties agree to comply with all laws, including, but not limited to, laws and regulations regarding the export of information outside the United States. **ENTRANT** will not knowingly transmit, directly or indirectly, in whole or in part, any Information of AT&T, or export, directly or indirectly, any product of the Information in contravention of the laws of the United States or the laws of any other country governing the aforesaid activities. **ENTRANT** will not transfer any Information received hereunder or any product made using such Information to any country prohibited from receiving such data or product by the U.S. Department of Commerce Export Administration Regulations without first obtaining a valid export license and the written consent of AT&T. In the event **ENTRANT** violates the foregoing, it agrees to defend, indemnify, and hold harmless AT&T from and against any claim, loss, liability, expense or damage including fines or legal fees, incurred by AT&T with respect to the export or re-export activities contrary to the foregoing. Notwithstanding any other provision of this Agreement or any Supplement attached hereto, this Section shall survive any termination or expiration of this Agreement and any Supplements attached hereto.

IN WITNESS WHEREOF, the Entrant has caused this agreement to be executed, after due care and diligence, as of the date the Entrant signs.

TEAM NAME: _____

By: _____

Printed Name: _____

Title: _____

University: _____

Date: _____

Email: _____