

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the **Agreement**), dated as _____ of , 20____, is executed by _____ (**Recipient**) for the benefit of **VIOLIN MEMORY, INC.**, a Delaware corporation (**Violin**). Recipient is a contractor or provider of services to premises leased by Violin located at 685 Clyde Avenue in the City of Mountain View, California (the "Premises") and in connection with Recipient's provision of such services, Recipient may come into contact or observe information that is sensitive, proprietary or confidential to Violin. In consideration for payment to Recipient of compensation for such services pursuant to a separate agreement or agreements between Recipient and Violin, or between Recipient and the owner of the building in which the Premises are located, as the case may be, Recipient agrees as follows:

1. Definition. Proprietary Information means, to the extent observed by Recipient or that otherwise is disclosed to Recipient, all financial, business, legal and technical information of Violin or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and derivatives thereof). Proprietary Information shall not include any information that (a) was rightfully known to Recipient without restriction before receipt from Violin, (b) is rightfully disclosed to Recipient by a third party without restriction or (c) is or becomes generally known to the public through no fault of Recipient.

2. Restrictions. Recipient agrees (a) to maintain the Proprietary Information as secret, and exercise all reasonable precautions to prevent unauthorized access to it, (b) not to copy the Proprietary Information, and (c) not to disclose it to any third party. Recipient shall promptly notify Violin of any unauthorized use or disclosure of Proprietary Information, and shall be responsible for any breach of confidentiality by its employees and agents.

3. Remedies. Due to the unique nature of the Proprietary Information, Recipient agrees that any breach or threatened breach of this Agreement will cause not only financial harm to Violin, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Violin shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

4. General. The failure of Violin to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in California having jurisdiction over Violin's principal office, and Recipient hereby consents to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given herein or at such other address designated by written notice.

IN WITNESS WHEREOF, Recipient has executed this Agreement effective as of the date and year first written above.

RECIPIENT

By: _____
Name:
Title: