Printed Name Printed Name VICE
Signature Signature CARL EVERETT JEROME P. CHERWINSKI
City) (State) (Zip) /s/ CARL EVERETT /s/ JEROME P. CHERWINSKI
26025 Mureau Road ————————————————————————————————————
INTEL CORPORATION (Company Name, Division/Sub, if applicable) 3065 Bowers Avenue Santa Clara, CA 95052
shall not be affected by this Agreement. AGREED: PARTICIPANT: XIRCOM
representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements,
Information described in each CITR. This Agreement may not be amended except in writing signed by a duly authorized
constitute the entire agreement, written or verbal, between the parties with respect to the disclosure(s) of Confidential
accompanying CITR and CITRs executed from time to time hereafter which incorporate the terms of this Agreement
hereunder. (c) This Agreement shall be governed by the laws of the State of California. (d) This Agreement, any
shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right
failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party
Confidential Information, nor as creating an implied or express license grant from either party to the other. (b) The
of business association between the parties, nor an obligation to buy or sell products using or incorporating the
(a) This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form
Confidential Information which it received from the disclosing party along with all copies which it made. GENERAL.
disclosing party so requests, the receiving party shall promptly return or destroy (and certify destruction of) all
confidentiality shall survive the termination of this Agreement. In the event this Agreement is terminated, and the
party may terminate this Agreement at any time without cause upon notice to the other party. However, all obligations of
writing the return of Confidential Information previously disclosed. TERMINATION AND DUTY TO RETURN. Either
Either party may, at any time, cease giving Confidential Information to the other party without any liability or request in
OBLIGATION OF DISCLOSURE. Neither party has any obligation to disclose Confidential Information to the other.
Title or the right to possess Confidential Information as between the parties shall remain in the disclosing party. NO
party; or (e) generally made available to third parties by the disclosing party without restriction on disclosure. TITLE.
disclosure prior to its receipt from the disclosing party; or (d) independently developed by employees of the receiving
other than by a breach of this Agreement on the part of the receiving party; or (b) rightfully received from a third party without any obligation of confidentiality; or (c) rightfully known to the receiving party without any limitation on use or
receiving party shall not be liable for the disclosure of any Confidential Information which is: (a) in the public domain
more than five (5) years from the date of the CITR. TERMINATION OF OBLIGATION OF CONFIDENTIALITY. The
disclosing party will not assert any claims against the receiving party for disclosures of Confidential Information made
a similar legend. PERIOD OF CONFIDENTIALITY. Unless a shorter period is stated in the applicable CITR, the
which are made shall be identified as belonging to the disclosing party and marked "confidential," "proprietary," or with
Information received from the disclosing party except as necessary for its employees with a need to know. Any copies
than a reasonable degree of care under the circumstances. The receiving party shall not make any copies of Confidential
that the receiving party uses to protect its own similar categories of confidential and proprietary information, but no less
disclosing party. The receiving party shall maintain the Confidential Information with at least the same degree of care
receiving party shall not disclose Confidential Information to any third party without the prior written approval of the
and the date when the disclosure covered by the CITR commenced. OBLIGATIONS OF RECEIVING PARTY. The
disclosing party, a description of the Confidential Information disclosed, the names of the representatives of the parties
Confidential Information received from the disclosing party shall be in tangible form. The CITR shall set forth the
CITR and marked with a "confidential," "proprietary," or similar legend shall be deemed Confidential Information. All
and shall be executed by the parties prior to the disclosure of Confidential Information. All information described in a
Transmittal Record (CITR) form executed from time to time hereafter. CITR's are subject to the terms of this Agreement
"Confidential Information") provided hereunder, is that information described in the Confidential Information
TRANSMITTAL FORM. The confidential, proprietary and trade secret information of the disclosing party (hereinafter
apply to the Participant's entire company. THE PARTIES AGREE AS FOLLOWS: CONFIDENTIAL INFORMATION
the Participant indicates that this Agreement shall apply only to a specific division or location, this Agreement shall
between Intel Corporation (hereinafter "Intel"), and the participant identified below (hereinafter "Participant"). Unless
DISCLOSURE AGREEMENT This Agreement is entered into and made effective as of the date set forth above by and

SEND TO: CORPORATE CONTRACT MANAGEMENT, FM 1-03