

BILATERAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS Agreement is made and entered into by and between
MELLANOX TECHNOLOGIES, LTD. ("Mellanox"), and

having offices at _____

_____,
to assure the protection and preservation of the confidential
and/or proprietary nature of each party's information relating to
InfiniBand Product Roadmap. Each party will disclose such
information solely for the purpose of business relationship (the
"Purpose"). In reliance upon and in consideration of the following
undertakings, the parties agree as follows:

1. **Definition.** Subject to the limitations set forth in Section 2,
all information disclosed by one party (the "Discloser") to the
other party (the "Recipient"), which is labeled or marked
"Confidential" or with some other similar proprietary legend,
shall be deemed to be "Confidential Information." If
Confidential Information is disclosed in oral form, the
Discloser shall identify it as confidential at the time of
disclosure and thereafter summarize it in writing and transmit
such summary to the Recipient within thirty (30) days of the
oral disclosure.
2. **Exclusions.** "Confidential Information" excludes information
which: (a) is now or hereafter becomes generally known or
available, through no act or failure to act on Recipient's part;
(b) Recipient independently knows at the time of receiving
such information; (c) a third party hereafter furnishes to
Recipient without restriction on disclosure and without
breach of any confidentiality obligations; (d) Recipient has
independently developed without using any Confidential
Information or breaching this Agreement; or (e) Discloser
gives written permission to Recipient to disclose.
3. **Restrictions/Obligations.** Recipient shall: (a) only disclose
the Confidential Information to those employees and
contractors with a need to know; provided that Recipient
binds those employees and contractors to terms at least as
restrictive as those stated in this Agreement; (b) not disclose
any Confidential Information to any third party, without
Discloser's prior written consent; (c) use such Confidential
Information only to the extent required to accomplish the
Purpose; (d) not reproduce Confidential Information in any
form except as required to accomplish the Purpose; (e) not
reverse engineer, decompile, or disassemble any software
disclosed by Discloser; (f) not directly or indirectly export or
transmit any Confidential Information to any country to

MELLANOX TECHNOLOGIES, INC.

2620 Augustine Dr., Suite #245
Santa Clara, CA 95054

By: _____

Name: _____

Title: _____

Date: _____

which such export or transmission is restricted by regulation
or statute; and (g) promptly provide the Discloser with notice
of any actual or threatened breach of the terms of this
Agreement. However, Recipient may disclose Confidential
Information in accordance with a judicial or other
governmental order provided that Recipient shall give
Discloser written notice prior to such disclosure. Solely with
respect to non-technical Confidential Information, Recipient's
obligations under this Section 3 shall expire 3 years from the
date of disclosure of such non-technical Confidential
Information.

4. **Ownership and Return of Confidential Information.** All
Confidential Information (including all copies thereof) shall
remain the property of Discloser. Upon the request of
Discloser, Recipient shall either (a) return such materials to
Discloser, or (b) certify the destruction thereof.
5. **Rights.** No rights or licenses to trademarks, inventions,
copyrights or patents are implied or granted under this
Agreement.
6. **Term and Termination.** This Agreement shall remain in full
force and effect for so long as Recipient continues to receive
Confidential Information. This Agreement may be terminated
by either party upon thirty (30) days written notice,
provided however, that Paragraphs 3, 4, 5, and 7 shall survive
any termination of this Agreement.
7. **Miscellaneous.** This Agreement shall be governed by the
laws of the State of California. This Agreement contains the
final, complete and exclusive agreement of the parties relative
to the subject matter hereof and supersedes all prior and
contemporaneous understandings and agreements relating to
its subject matter and may not be changed, modified, amended
or supplemented except by a written instrument signed by
both parties. If any provision of this Agreement is found by a
proper authority to be unenforceable, that provision shall be
severed and the remainder of this Agreement will continue in
full force and effect. Recipient hereby acknowledges and
agrees that no remedy at law will afford Discloser adequate
protection against, or appropriate compensation for, breach
of Recipient's obligations under this Agreement. Accordingly,
Recipient agrees that Discloser shall be entitled to specific
performance of Recipient's obligations, as well as such
further equitable relief as may be granted by a court of
competent jurisdiction.

RECIPIENT

Address: _____

By: _____

Name: _____

Title: _____

Date: _____