

VMWARE, INC.

NONDISCLOSURE AGREEMENT

This Agreement is entered into effective as of _____, 200__ by and between VMware, Inc. a Delaware corporation (the "Company") and _____, a _____ corporation ("Recipient").

Recipient agrees that all information disclosed by the Company to Recipient, including without limitation information acquired by Recipient from Company employees or inspection of the Company's property, relating to (without limitation) the Company's products, designs, business plans, business opportunities, finances, research, development, know-how or personnel, and confidential information disclosed to the Company by third parties, shall be considered Confidential Information. Recipient agrees to maintain the confidence of the Confidential Information and to prevent its unauthorized dissemination; provided however, that Confidential Information shall not include information which (i) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of Recipient, (ii) is known by Recipient at the time of disclosure, (iii) is independently developed by Recipient without the use of any Confidential Information, (iv) is lawfully obtained by Recipient from a third party without violation of a confidentiality obligation, or (v) the Company agrees in writing may be disclosed by Recipient.

Recipient expressly agrees not to use the Confidential Information for purposes other than those necessary to consider the possibility of entering into a business relationship with the Company.

All Confidential Information remains the property of the Company and no license or other rights in the Confidential Information is granted hereby. All information is provided "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. Recipient agrees to return to the Company immediately upon the Company's written request all Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof. Recipient agrees to comply with all United States export controls with respect to the Confidential Information.

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Recipient agrees that the Company shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as they apply to contracts entered into and wholly to be performed in the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

UNDERSTOOD AND AGREED:

RECIPIENT

VMWARE, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____