



NONDISCLOSURE AGREEMENT

THE DISCLOSURE TO YOU OF THIS EXAMINATION ("EXAM") AND ANY ACCOMPANYING EXAMINATION MATERIALS AND ANY DERIVATIVES THEREOF (COLLECTIVELY REFERRED TO AS THE "EXAM MATERIALS") IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS NONDISCLOSURE AGREEMENT PROVIDED HEREIN. BY CLICKING ON THE "START" BUTTON IN RESPONSE TO THE ACCEPTANCE QUERY, OR BY OTHERWISE TAKING THE EXAMINATION, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. BY CLICKING ON THE "EXIT" BUTTON, YOU CHOOSE NOT TO AGREE AND WILL BE LET OUT OF THE EXAM. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

This is an agreement ("Agreement") between You and Broadcom, Inc. that sets forth the terms and conditions of your use and disclosure of the Exam Materials. Accordingly, you hereby agree as follows:

1. Confidential Information. "Confidential Information" is confidential, trade secret, and/or proprietary information of Broadcom that is designated as confidential in writing at the time of disclosure or promptly thereafter, or, if not so designated, is disclosed under circumstances where a reasonable person would understand such information to be confidential ("Confidential Information"). Confidential Information includes, without limitation, the Exam, technical data, non-public software and source code, business, financial and marketing plans, data sheets, roadmaps, present and future product and integration plans, information on strategic partnerships and alliances, customer relationships, and other non-public technical, product, and business information.
2. Obligations. You may only use the Confidential Information for purposes of the Exam (the "Purpose").
3. Confidential. You will hold in confidence any and all Confidential Information disclosed by Broadcom and will exercise the same degree of care as used for its own confidential or proprietary information of like nature, but in no event less than reasonable care. You acknowledge that the Confidential Information comprises valuable trade secrets and proprietary information belonging to Broadcom. You shall not disclose to any third-party Confidential Information (unless otherwise agreed by Broadcom in writing) and shall notify Broadcom in writing immediately upon becoming aware of any unauthorized use or disclosure of Confidential Information. You shall only make Confidential Information available to your employees and your directors, accountants, legal advisors, and contractors (working as individual contributors directly supervised by your employees) who are parties to nondisclosure agreements containing terms at least as stringent as those contained in this Agreement and who have a need to access such information solely for the Purpose. You will ensure that any party who, through you, has access to the Confidential Information complies with this Agreement and its respective nondisclosure agreements. You will be liable for any violations of this Agreement by any such party.
4. Exceptions. You have no obligation to maintain the confidentiality of any information and Information received from Broadcom shall not be deemed to be Confidential Information if:
 - (a) the information is or becomes generally available to the public, except as the result of an unauthorized disclosure by you;
 - (b) the information is known to you prior to receipt, and is not subject to a separate nondisclosure commitment on the part of you;
 - (c) the information is lawfully received from a third party who is not subject to a confidentiality obligation; or
 - (d) the information is independently developed by you without use of or recourse to Confidential Information of Broadcom.



5. Disclosure Required by Law. If any person, court or governmental entity requests or demands, by subpoena or other formal process, any Confidential Information received under this Agreement, you may produce only the information specifically required to be disclosed, provided that you: (i) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure; (ii) if possible, prior to disclosure, immediately notify Broadcom in writing of any such requirement or order to disclose the Confidential Information; and (iii) reasonably cooperate with Broadcom if Broadcom elects to object to the request or demand, seek a protective order narrowing the scope of such disclosure, and/or seek a protective order limiting the use or disclosure of the Confidential Information.
6. Intellectual Property Rights and Prohibitions. You acknowledge that the Confidential Information comprises valuable trade secrets and proprietary information belonging to Broadcom. Broadcom retains all of its rights, title, and interest in and to the Confidential Information it discloses. Nothing in this Agreement shall be construed as an express or implied grant to you of any right or license under any present or future proprietary or intellectual property right of Broadcom.
7. Restrictions. Receiving Party will not use the Confidential Information of Disclosing Party at any time other than for the Purpose and then only as expressly permitted by this Agreement. Notwithstanding anything to the contrary in this Agreement, you shall not make Confidential Information available to any personnel or group engaged in the development of technology that competes with the technology described in such Confidential Information, including development for internal use or for resale. A technology "competes" if it (i) has the same or similar functionality, and (ii) can be used as an alternative to the technology described in the Confidential Information. You agree not to modify, reverse engineer, reverse-compile, reverse assemble, or synthesize any Confidential Information, or remove any markings of confidentiality from any Confidential Information.
8. Duration of Confidentiality Obligations. Your obligations hereunder with respect to Confidential Information shall continue for a period of three (3) years from the date of disclosure.
9. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE.
10. Equitable Relief. You agree that the unauthorized disclosure or use of Broadcom's Confidential Information may cause irreparable harm to Broadcom such that monetary damages alone may not redress or is an inadequate remedy. Broadcom is entitled to seek, from any court of competent jurisdiction, injunctive or other equitable relief to stop or prevent the unauthorized disclosure of Confidential Information or other violation of this Agreement in addition to all other remedies.
11. Publicity. No press release, advertising, sales literature, or other publicity or statements relating to the existence or substance of this Agreement, or the relationship between the parties created by it, including the other party's name, logos or commercial symbols, shall be made by either party without the review and prior written approval of the other party, except for disclosures required by applicable law or regulation.
12. General Provisions. This Agreement will be interpreted under California law, notwithstanding the choice of law rules of California or any other jurisdiction. The jurisdiction and venue for any action arising out of or relating to the subject matter of this Agreement shall be the California state and United States federal courts located in Santa Clara, California, and all Parties hereby submit to the personal jurisdiction of such courts. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by the authorized representatives of both parties. Any waiver of the requirements in this Agreement must be in writing and should not in any way be deemed a continuing waiver or a waiver to enforce any other requirements or provisions of this Agreement. If any provision of this Agreement is deemed unenforceable, illegal or invalid, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. This Agreement is not intended and shall not be construed to create any agency or partnership



relationship between the parties. This Agreement shall be binding upon the parties and their respective successors. You may not assign or delegate any of your rights or obligations under this Agreement, without Broadcom's prior written consent. Notwithstanding the foregoing, a party shall have the right to assign this Agreement and such rights and obligations without such consent to an entity that acquires all or substantially all of its stock or assets, whether by way of merger, acquisition, sale of a line of business, operation of law or otherwise, provided that such entity is not a direct competitor of Broadcom and that such entity agrees to be bound by the terms and conditions of this Agreement. Any attempt to do so without consent will be void. The section headings are intended for convenience only and are not to be used in interpreting the agreement or determining any of the rights or obligations of the parties. This Agreement will not be construed against either party as the drafter of this Agreement. Notwithstanding the translation of this Agreement into a language other than English, the English language version of this Agreement shall at all times be controlling and the sole basis for interpretation of the terms herein.