

UNILATERAL NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIAL NON-DISCLOSURE AGREEMENT ("Agreement") is made as of _____ ("the Effective Date") between NetLogic Microsystems, Inc., having a principal place of business at 3975 Freedom Circle, 9th Floor, Santa Clara, CA 95054 (and its subsidiaries) (the "Disclosing Party") and _____ having a principal place of business at _____ (the "Receiving Party").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Confidential Information.** As used in this Agreement, the term "Confidential Information" shall mean any tangible or non-tangible confidential, proprietary or other secret information of the Disclosing Party that is disclosed to the Receiving Party. Confidential Information includes, without limitation, technical data, business, financial and marketing plans, technology and product roadmaps, present and future product and integration plans, information on strategic partnerships and alliances and customer relationships and other technical and business information of the Disclosing Party. Confidential Information also includes machine-readable (e.g., software) models or designs (e.g., RTL code) of products of the Disclosing Party (collectively "Models"). The Receiving Party agrees not to attempt to decrypt, reverse engineer, reverse compile, or otherwise attempt to derive the Confidential Information in the Model. The Parties agree that the Disclosing Party does not warrant that the Models function identically to any product now or later offered by the Disclosing Party.

2. **Confidentiality.** The Receiving Party shall treat as confidential all Confidential Information of the Disclosing Party. The Receiving Party shall use such Confidential Information only to determine whether to enter into or continue a business relationship with the Disclosing Party and for no other purpose unless there is prior written agreement by the Disclosing Party. The Receiving Party may disclose the Confidential Information to its employees and consultants who have a "need-to-know" such Confidential Information in order to carry out the relationship, and only if such persons are advised of the confidential nature of the disclosure and are bound by written agreement to protect the confidentiality of the Confidential Information to the same extent as this Agreement. The Receiving Party shall be responsible for its consultants' compliance with the terms and conditions of this Agreement. The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information as the Receiving Party uses to protect its own comparable Confidential Information. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of the Disclosing Party's Confidential Information.

3. **Exceptions.** Notwithstanding the above, the Receiving Party shall not be liable to the Disclosing Party for the use or disclosure of any Confidential Information of the Disclosing Party which the Receiving Party can prove (i) was in the public domain at the time it was disclosed, or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files or documents in existence at the time of disclosure; (iii) was disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by or for the Receiving Party without any use of the Confidential Information, as demonstrated by written records created at or near the time of such independent development; (v) became known to the Receiving Party, without restriction, from a source other than the Disclosing Party or any of its employees, without breach of this Agreement by the Receiving Party and otherwise in a manner not in violation of the Disclosing Party's rights; (vi) was disclosed generally to third parties by the Disclosing Party without restrictions on disclosure; or (vii) was disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Receiving Party shall use all reasonable efforts to provide prompt, written, and sufficient advance notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

4. **Return of Confidential Information.** Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using all Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within fourteen (14) days of receipt of demand, (iii) destroy or erase all machine readable forms of the Confidential Information, and (iv) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

5. **No Rights Granted.** Nothing in this Agreement is intended to grant any rights (express or implied) to the Receiving Party, by license or otherwise, to any of the Disclosing Party's Confidential Information, other than the limited right to use such Confidential Information during the term of this Agreement and for the purposes set forth in this Agreement. The Disclosing Party retains all rights, title, and interest in the disclosed Confidential Information, including derivatives thereof, under patent, copyright, and applicable trade secret law.

6. Term and Termination. Either Party may terminate this Agreement by providing written notice to the other Party; provided, that unless otherwise mutually agreed in writing, the Receiving Party's obligation hereunder with respect to each item of Confidential Information received from the Disclosing Party shall survive termination of this Agreement.

7. No Warranty or Guaranty. The Parties agree that all Confidential Information is provided AS IS, and that no warranties of any kind are given with respect to any Confidential Information disclosed under this Agreement, as well as any use thereof, except as otherwise expressly provided for herein. Neither this Agreement nor the disclosure of Confidential Information hereunder shall constitute any representation, warranty, assurance, guaranty, or inducement by the Disclosing Party to the Receiving Party with respect to the infringement of any patent or other rights of others. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any Confidential Information is provided herein. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.

8. Governing Law and Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to conflicts of law provisions or principles. The parties agree to submit any matter in dispute under this Agreement to JAMS ("the Association") for final and binding arbitration conducted in Santa Clara County, California, and conducted in accordance with the rules of the Association.

9. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party shall assign any of its rights or obligations hereunder without the prior written consent of the other Party.

10. Export. The Receiving Party shall not disclose or deliver, directly or indirectly, any Confidential Information or any product utilizing any such Confidential Information to any person to whom such disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any Confidential Information acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

11. Equitable Relief. The Parties hereto acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the other Party and that, in addition to its other remedies, either Party shall be entitled to injunctive relief to restrain any threatened or continued breach of the Agreement.

12. General. Each Party is an independent contractor. Neither Party has any authority to bind the other Party by contract or otherwise to any obligation. The terms and conditions in this Agreement constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable in any jurisdiction, the remainder of this Agreement and the application of such provision to other parties and/or in other circumstances in such jurisdiction shall be interpreted so as best reasonably to effect the intent of the Parties hereto. Failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that provision or any other term hereof. No alteration, amendment, waiver, cancellation or any other change in any provision of this Agreement shall be valid or binding on either Party unless mutually assented to in writing by both Parties.

The Parties have executed this Agreement in counterparts through duly authorized representatives whose signatures appear below.

NetLogic Microsystems, Inc.

Other Party:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____