



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "**Agreement**") is effective as of the last date executed below ("**Effective Date**") by and between Corelight, Inc. ("**Corelight**") and _____ ("**Company**"). Each party (the "**Disclosing Party**") has disclosed or may disclose Confidential Information (as defined below) to the other party (the "**Receiving Party**") in anticipation of and in connection with the exploration of a possible business relationship or other arrangement by and between the parties hereto.

- 1. Confidential Information.** All information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, furnished prior to, on, or after the Effective Date of this Agreement, whether tangible or intangible, and in whatever form or medium, that the Disclosing Party considers to constitute its confidential information or trade secrets, as well as all information generated by the Receiving Party that contains, reflects, or is derived from the disclosed information, including but not limited to the terms of this Agreement and the discussions related thereto, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, historical data, ideas, inventions, know-how, market information, marketing plans, processes, products, product plans, research, reports, specifications, software, source code, object code, technology, and such information, shall be treated as the confidential and proprietary information of the Disclosing Party (the "**Confidential Information**") regardless of whether or not such information is labeled or identified as "confidential," "proprietary," or the like.
- 2. Confidential Information Exceptions.** Confidential Information does not include information that (a) is publicly available prior to the Effective Date, or that subsequently becomes publicly available through no breach of this Agreement by Receiving Party, (b) Receiving Party can demonstrate was known to it prior to the Effective Date or that subsequently becomes known to it from a third party that has no obligation to Disclosing Party to keep such information confidential, or (c) Receiving Party can demonstrate (through written records) was independently developed by individuals employed or engaged by Receiving Party without the direct or indirect use of Confidential Information.
- 3. Non-Disclosure Obligation.** The Confidential Information furnished by the Disclosing Party shall not be used by the Receiving Party in any manner other than as provided herein, and such information shall be kept confidential by the Receiving Party. Except as in accordance with this Agreement or with the Disclosing Party's prior written consent, the Receiving Party: (a) shall take all reasonable measures to hold the Disclosing Party's Confidential Information in strict confidence, under no circumstances less than a reasonable standard of care; (b) shall not disclose the Confidential Information to any third party; (c) shall only use the Confidential Information as reasonably required to carry out the purposes set forth herein; (d) shall not use any such Confidential Information for its own business purposes; (e) shall not otherwise reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects, which embody the Disclosing Party's Confidential Information; and (f) shall promptly notify the Disclosing Party of any breach or suspected breach of this Agreement or of any unauthorized access to, use, or disclosure of any Confidential Information or security procedures protecting such Confidential Information.
- 4. Non-Disclosure Term.** The obligations set forth in this Agreement will remain in effect for five (5) years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement shall terminate, except that Confidential Information that constitutes trade secrets of the Disclosing Party shall continue to be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law.
- 5. Legally Compelled Disclosure.** If, on the advice of legal counsel, the Receiving Party is compelled by court order or law ("**Order**") to disclose the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify and cooperate fully, at the Disclosing Party's expense, with the Disclosing Party in: (a) preparing a disclosure that the Parties agree complies with the minimum requirements of the Order; (b) opposing the Order or seeking to limit the disclosure to the minimum extent necessary to comply with the Order; (c) seeking a protective order; or (d) appealing the Order. The Receiving Party shall continue to be bound under this Agreement with respect to the Disclosing Party's Confidential Information.
- 6. Ownership; No Transaction Obligation.** Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Confidential Information, except as specifically stated in this Agreement, or as obligating either party to enter into any future agreements with the other party in connection with the subject matter of this Agreement.
- 7. Remedies.** A breach of this Agreement may cause irreparable harm to the Disclosing Party. Accordingly, each party agrees that the Disclosing Party shall have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity. Additionally, the non-breaching party shall be entitled to receive its reasonable attorneys' fees and costs from the breaching party.



- 8. **Return, Destruction of Confidential Information.** The Receiving Party shall not copy or reproduce, in whole or in part, any Confidential Information without written authorization of the Disclosing Party. At any time upon the request of the Disclosing party or upon termination of the Agreement, the Receiving Party shall promptly return the Confidential Information. The Receiving Party shall not retain any copies of the Confidential Information, shall destroy all notes, abstracts and other documents that contain such Confidential Information and, upon request of the Disclosing Party, provide a written certification that it has done so.
- 9. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding California law controlling conflicts of law, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. If a provision of this Agreement is held invalid, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to amend any and all terms or conditions to give them such effect.
- 10. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
- 11. **No Publicity.** Each party agrees not to disclose the identity, interest, and participation of the other party in connection with the subject matter of this Agreement.
- 12. **General Terms.** Neither party may assign, transfer, or delegate any of its rights hereunder without the prior written consent of the other party, and any such purported assignment or delegation shall be void. This Agreement shall be binding upon the subsidiaries and successors of each party. The parties consent to electronic signatures. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision. This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Nothing in this Agreement is intended to grant any rights to the Receiving Party to Confidential Information, except as specifically stated herein. Any failure by either party to enforce the other party’s strict performance of any provision of this Agreement will not constitute a waiver of either party’s right to subsequently enforce such provision or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CORELIGHT, INC.

COMPANY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Corelight’s Address:

Company’s Address:

548 Market St., PMB 77799

Address: _____

San Francisco, CA 94104

888.547.9497

Phone: _____

Attention: Legal Department

Attention: _____

legal@corelight.com

Email: _____