

## Coalfire Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (this “Agreement”) is made as of the date last signed, below (“Effective Date”) between Coalfire Systems, Inc., a Delaware corporation (“Coalfire”), and the individual or entity identified below (“Company”), each a “Party” and together, “the Parties”. In order to protect certain confidential information from unauthorized use and disclosure, each Party agrees as follows:

- Parties.** All references to Recipient (as defined below) shall mean the Recipient and its Representatives. “**Representative**” means a Recipient, its controlling parent, controlled subsidiaries, and its and their respective officers, directors, employees, consultants and agents. “**Control**” or “**controlled**” shall mean a party having the right to control through more than fifty percent (50%) ownership or controlling interest.
- Confidential Information.** “**Confidential Information**” means any non-public information of a party or any of its affiliates that is disclosed or otherwise made available by or on behalf of one party or any of its affiliates (“**Discloser**”) to the other party (“**Recipient**”), before or after the Effective Date, provided that such information is (i) identified as confidential at the time of disclosure by the Discloser, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the Recipient. Confidential Information may be disclosed orally, visually, in writing or in any other form now or hereafter devised, including, without limitation, the existence and terms of this Agreement and information about the Discloser’s technology, inventions, patents (pending or otherwise), copyrights, products, properties, employees, finances, businesses and operations. Confidential Information includes all notes, analyses, compilations, interpretations or other documents prepared by or for the Recipient, to the extent they contain, reflect or are based upon the Discloser’s Confidential Information.
- Purpose.** The Recipient only may use the Confidential Information that it receives from the Discloser for the general purpose of: (i) reviewing and facilitating a potential business relationship between the Parties, and/or (ii) performance of activities related to the conduct of a business relationship between the Parties (“**Purpose**”). Neither Party shall disclose, nor otherwise make available any personal data that is protected under data privacy regulation or law of the United States or any other country, in connection with this Agreement, with the exception of business contact information. Neither Party shall disclose its commercial products or pre-availability versions of any product or service under this Agreement.
- Confidentiality.** Each Recipient shall (a) maintain the Discloser’s Confidential Information in strict confidence using the same degree of care that it uses with regard to its own information of like nature, but in no event less than a reasonable degree of care, (b) not disclose or make available Confidential Information of the Discloser except as authorized herein, and (c) not to use any such Confidential Information other than for the Purpose. A Recipient may disclose the Discloser’s Confidential Information only to parties, including its Representatives, who have a “need to know” for, and solely to the extent necessary to pursue, the Purpose, provided that: (i) each such Party is bound by written obligations of confidentiality (including, without limitation, with respect to non-use and non-disclosure) at least as protective of the Discloser’s Confidential Information as those contained in this Agreement, and (ii) the Recipient informs each such party of the confidential nature of the Confidential Information. Each Recipient shall be responsible for any breach of or non-compliance with this Agreement by its Representatives.
- Exceptions.** The obligations set forth in Section 4, Confidentiality, will not apply to Confidential Information that (a) is or becomes generally available to the public, through no act or omission of the Recipient, (b) was already known by the Recipient without any obligation of confidentiality, (c) is disclosed by Discloser to a third party without any obligation of confidentiality, or (d) is independently developed by the Recipient without use of, or reference to, any Confidential Information of the Discloser.

6. **Term & Termination.** This Agreement will remain in effect from the Effective Date until terminated. Either Party may terminate this Agreement by giving fifteen (15) days written notice of its intent to terminate this Agreement. The Recipient's obligations of confidentiality (including, without limitation, with respect to non-use and non-disclosure) under this Agreement with respect to Discloser's Confidential Information shall survive for five (5) years from the date of disclosure; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Recipient. Any reference to this Agreement in another agreement between the Parties shall survive the termination of this Agreement. Neither Party shall have any obligation to disclose any Confidential Information nor to enter discussions relating to, nor enter into, nor continue any arrangement or agreement relating to, the Purpose or any other matter, except as mutually agreed to in writing by the Parties.

7. **Compelled Disclosure.** The Recipient may disclose the Discloser's Confidential Information to the extent required by any applicable law or regulation, provided that the Recipient, to the extent legally permissible, gives the Discloser advance written notice of such required disclosure and reasonably assists the Discloser in protecting, preventing or limiting such disclosure at the Discloser's sole expense. In any event, the Recipient shall only disclose that portion of the Discloser's Confidential Information which, based on the reasonable advice of counsel, is legally required to be disclosed, and shall otherwise exercise all reasonable efforts to receive confidential treatment for such Confidential Information.

8. **Ownership; No Warranties.** All Confidential Information remains the sole and exclusive property of the Disclosing Party. Each Receiving Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights (including, without limitation, any patent, copyright or other intellectual property or proprietary right) to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement. **ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY.**

9. **Independent Development.** Nothing in this Agreement shall prevent a Recipient from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of or reference to the Confidential Information of the Discloser.

10. **Injunctive Relief.** The Recipient acknowledges that the unauthorized use or disclosure of the Discloser's Confidential Information would cause the Discloser to incur irreparable harm and significant damages for which a remedy at law may be inadequate. Accordingly, the Recipient agrees that the Discloser will have the right to seek equitable relief in any convenient venue or forum in connection with any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

11. **Return or Destruction of Confidential Information.** Upon the Discloser's written request, and in any event, upon the expiration of this Agreement, each Recipient will return, or at the Discloser's written election, destroy all Confidential Information of the Discloser and all copies thereof (including electronic copies), and, if requested by the Discloser, shall certify in writing the completion of such return or destruction. However, each Recipient may retain copies of the Discloser's Confidential Information solely to the extent (i) required by applicable law or regulation, or (ii) created by technical, automatic archiving or backup processes maintained in the ordinary course of business, provided that, in each case, Recipient's obligations under this Agreement with respect to such Confidential Information shall survive so long as such copies are retained.

12. **Export Compliance.** Each Party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States and any other applicable jurisdiction to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such law.

13. **General.** The Parties may have contracts with each other covering other aspects of the Parties’ relationship (“**Other Contracts**”). The Other Contracts may include commitments about Confidential Information either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that Other Contract. If Company’s principal address is located in the Americas, this Agreement will be governed and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions, otherwise this Agreement is governed and construed in accordance with the laws of England and Wales. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement. Neither Party may assign this Agreement, in whole or in part, without the other Party’s prior written consent, and any attempted assignment without such consent will be void, except that either Party may assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of its stock, assets or business to which this Agreement relates, subject to the assignee agreeing to the terms of this Agreement. All additions or modifications to this Agreement must be made in writing and must be signed by both Parties. Any failure to enforce any provision of this Agreement shall not be deemed a waiver of any future enforcement of that same provision by either Party. If any provision of this Agreement is held, for any reason, by a court of competent jurisdiction, to be illegal, invalid or not enforceable, the remainder of the Agreement shall remain in full force and effect. In any legal action instituted by either of the Parties to enforce the terms of this Agreement, the prevailing Party shall be entitled to seek its attorney’s fees and costs incurred.

By signing below, the Parties represent that they have executed this Agreement by their duly authorized officers or representatives.

<b>Coalfire Systems, Inc.:</b>	<b>Company:</b> <i>(Legal entity name)</i>
Signed:	Signed:
Name/Title:	Name/Title:
Date:	Date:
Principal Address: 11000 Westmoor Circle Suite 450 Westminster, CO 80021	Principal Address:
Email: legal@coalfire.com	Email: