MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "**Agreement**") is made as of the date of last signature below (the "**Effective Date**") by and between Clumio, Inc., a Delaware corporation ("**Clumio**"), and the undersigned company below ("**Company**"). Clumio and Company may be referred to in this Agreement individually as a "party" and collectively as the "parties."

Whereas, each party ("**Discloser**") has disclosed and/or may further disclose its Confidential Information to the other party ("**Recipient**") in connection with the evaluation of a potential business relationship between the parties (the "**Purpose**") pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises and mutual covenants herein, the parties hereby agree as follows:

1.   **Definition of Confidential Information.** "**Confidential Information**" means any non-public information that is identified as confidential at the time of disclosure by Discloser or that is, or should be, reasonably understood by Recipient to be confidential due to the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the foregoing, information disclosed hereunder shall not be considered "Confidential Information" where Recipient can demonstrate that such information: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient; (b) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) becomes known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser's rights; or (d) is disclosed with the prior written approval of Discloser.

2.   **Nondisclosure of Confidential Information.** Recipient shall not use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out discussions concerning the Purpose. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding the Purpose and who are under obligations of confidentiality no less protective of the Confidential Information than those herein. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

3.   **Return of Materials.** Recipient shall, except as otherwise expressly authorized by Discloser, not make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by Discloser to Recipient in connection with the Purpose shall be promptly returned or, at Discloser's option, destroyed by Recipient together with all copies of such documentation, within ten (10) days after written request of Discloser.

4.   **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information other than the limited right to review such Confidential Information solely for the Purpose. Nothing in this Agreement requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at Discloser's option. Nothing in this Agreement requires the Discloser to proceed with the Purpose or any transaction in connection with which the Confidential Information may be disclosed.

5.   **No Representations Made.** Recipient acknowledges that neither Discloser, nor any of its representatives, in the course of providing the Confidential Information as contemplated hereunder, is making any representation or warranty (express or implied) as to the accuracy or completeness of any such information, and Recipient assumes full responsibility for all conclusions derived from such information. Recipient shall be entitled to, and shall, rely solely on representations and warranties made in a definitive agreement, if any, relating to the Purpose.

6.   **Restrictions.** Recipient shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of Discloser unless permitted in writing by Discloser. Recipient shall not export, directly or indirectly, any technical data acquired from Discloser 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. Neither party shall, without the prior consent of the other party, disclose to any other person the fact that Confidential Information of Discloser has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

7.   **Notice of Compelled Disclosure.** In the event that Recipient or any person to whom they or their representatives transmit or have transmitted Confidential Information become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Confidential Information, Recipient shall

provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Discloser is unable to obtain a protective order or other appropriate remedy, or if it so directs Recipient, Recipient shall furnish only that portion of the Confidential Information that Recipient is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. All Confidential Information provided or made available by Discloser that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

8.   **Term.** Either party may terminate this Agreement by providing written notice to the other party. Notwithstanding any termination, the commitments of each party herein shall survive any termination and shall continue for a period of five (5) years from the date on which Confidential Information is last disclosed under this Agreement.

9.   **Remedies.** Each party's obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. Due to the unique nature of Discloser's Confidential Information, monetary damages may be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient.

10.   **Miscellaneous.** This Agreement will be governed by the laws of the State of California and the United States without regard to any conflicts of laws principles. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof. No modification of or amendment to this Agreement shall be effective unless in writing signed by the parties to this Agreement. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors and assigns. Except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities, neither party may assign this Agreement without the advance written consent of the other party. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

// Signature Block //

Please note that this version of Clumio's Mutual NDA is made available for review only.
To sign this Mutual NDA, please use Clumio's Mutual NDA DocuSign PowerForm made available here.

If needed, instructions for the NDA DocuSign PowerForm are available here.