

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of the date last written below between ScienceLogic, Inc. ("ScienceLogic"), a Virginia corporation having its principal place of business at 10700 Parkridge Blvd, Reston, VA 20191 and the person or entity identified in the signature block below ("Partner"). Partner and ScienceLogic are each referenced as a "Party" to this Agreement. In consideration for the mutual promises and covenants contained in this Agreement and the disclosure of Confidential Information (as defined below) to each other, the parties to this Agreement agree that the following terms apply when one Party (the "Disclosing Party") discloses Confidential Information to the other Party (the "Receiving Party"):

1. DISCLOSURE OF CONFIDENTIAL INFORMATION.

"Confidential Information" means the existence, terms and conditions of this Agreement, the existence of the discussions between the Parties and any nonpublic information disclosed to the Receiving Party by the Disclosing Party or by any affiliate or agent of the Disclosing Party. The disclosure of Confidential Information may be made in writing, by delivery of items, by initiation of access to information (such as may be contained in a database) or by oral and/or visual presentation. Other than the terms and conditions of this Agreement and the existence of the discussions between the parties, information shall be considered Confidential Information only if it is conspicuously marked as "Confidential," "Proprietary" or with a similar restrictive legend; if the information is not marked with such legend or is disclosed orally, it shall be considered Confidential Information only if it is identified as confidential at the time of disclosure or a reasonable person receiving the information under similar circumstances would understand it to be considered confidential by the Disclosing Party.

2. OBLIGATIONS.

The Receiving Party agrees to: (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, but in no case less than a reasonable standard of care and discretion and (ii) use the Disclosing Party's Confidential Information only for the purpose for which it was disclosed or otherwise for the benefit of the Disclosing Party.

The Receiving Party may disclose Confidential Information to: (i) its employees and agents who have a need to know and (ii) any other entity or person only with the Disclosing Party's prior written consent. Before disclosure to any of the above entities or persons, the Receiving Party shall have a written agreement with such party sufficient to require that party to treat Confidential Information in accordance with this Agreement, and in the event of any unauthorized use or disclosure of Confidential Information by any of the above parties, the Receiving Party shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The Receiving Party will not use the Disclosing Party Confidential Information for any purpose other than evaluating a potential business relationship with the Disclosing Party Owner, and for purposes of conducting such a business relationship. Confidential Information disclosed pursuant to this Agreement shall be subject to the terms of this Agreement for three (3) years following the initial date of disclosure. This Agreement does not require either Party to disclose or to receive Confidential Information.

3. EXCEPTIONS TO OBLIGATIONS. The Receiving Party shall have no obligation with respect to Confidential Information that (i) was in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is obtained by the Receiving Party without any obligation of confidentiality from a source other than the Disclosing Party that the Receiving Party did not know (and a reasonable person under similar circumstances would not know) was breaching an obligation of confidentiality owed to the Disclosing Party; (iv) is developed by or for the Receiving Party without use of the Confidential Information or (v) is disclosed by the Disclosing Party to another without obligation of confidentiality. Further, (i) the Receiving Party may disclose Confidential Information to the extent required by law or the rules of any applicable stock exchange, provided that the Receiving Party provides the Disclosing Party prompt written notice to allow the Disclosing Party a reasonable opportunity to oppose such disclosure or obtain a protective order and (ii) either Party may disclose the terms and conditions of this Agreement to the extent necessary to enforce such Party's rights under this Agreement.

SCIENCELOGIC, INC.

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

4. DISCLAIMERS.

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT.

No right or license under any trademark, patent or copyright now or hereafter owned or controlled by the Disclosing Party is either granted or implied by this Agreement or the disclosure of Confidential Information to the Receiving Party.

5. GENERAL.

Each Party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that the Disclosing Party shall be entitled to seek such injunctive or equitable relief to protect such Confidential Information as may be deemed proper by a court of competent jurisdiction.

Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using the Disclosing Party's Confidential Information, (ii) within seven (7) days of receipt of demand return to the Disclosing Party (or, at Disclosing Party's option, certify destruction of) the Disclosing Party's Confidential Information and all copies, notes or extracts thereof, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. Any provisions of this Agreement that by their nature extend beyond its termination shall remain in effect until fulfilled. No information disclosed after the effective date of termination will be deemed Confidential Information for purposes of this Agreement.

The Parties hereto are independent contractors. Neither Party may assign or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other Party, and any attempt to do so is void; however, ScienceLogic may, without any need to obtain Partner's consent, assign this Agreement as part of a merger, sale of substantially all its assets, or corporate reorganization. The Parties intend for this Agreement to be binding upon their respective successors and permitted assigns.

Provided that the Receiving Party does not violate any of its obligations under this Agreement, the receipt of Confidential Information pursuant to this Agreement shall not preclude, or in any way limit, the Receiving Party from (i) providing to others products or services which may be competitive with products or services of the Disclosing Party; (ii) providing products or services to others who compete with the Disclosing Party or (iii) assigning its employees in any way it may choose. The Receiving Party shall comply with all applicable government export and import laws and regulations.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Virginia, without regard to conflict of law principles.

This Agreement represents the entire agreement of the Parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto. Only a writing signed by both Parties may modify this Agreement. No waiver of a Party's duties under this Agreement will be enforceable unless stated in a writing signed by the waiving Party. If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the Parties intend for that term to be interpreted in the manner that most closely reflects the Parties' original intent while rendering it enforceable, the remaining terms shall remain in full force and effect.

The headings of this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be considered an original, but all of which together form one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original, unless prohibited by local law; provided, however, that this shall not preclude either Party from requiring the exchange of original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

< CUSTOMER NAME >

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_