



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into by and between ScienceLogic, Inc., a Delaware corporation having its principal place of business at 11955 Democracy Drive, Suite 1300, Reston, Virginia 20190 ("ScienceLogic"), and the person or entity identified in the signature block below ("Partner"). Each of ScienceLogic and Partner may be referenced as a "Party," or together as the "Parties." This Agreement shall become effective as of the date when it has been executed by authorized representatives of both Parties (the "Effective Date").

1. Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" means all non-public data and information in any form disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Data and information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally, visually, or via printed or handwritten document, email or other electronic messaging, fax, or telephone. Confidential Information includes data and information (i) which is marked in a manner to indicate that it is non-public and/or proprietary to the Disclosing Party or, if disclosed orally, is identified as confidential both at the time of disclosure and again in a writing delivered by the Disclosing Party within a reasonable time; and/or (ii) which, due to its nature or the circumstances surrounding its disclosure, any reasonable person ought to conclude is intended by the Disclosing Party to be considered confidential and proprietary for purposes of this Agreement. For avoidance of doubt, the existence and terms of this Agreement, as well as the existence of discussions between the Parties shall be regarded as both Parties' Confidential Information. As a non-exhaustive list of examples, Confidential Information includes information regarding a Party's financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, information regarding a Party's security protocols and tests and audits thereof (e.g., SOC2 reports), customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass the disclosing Party or tending to tarnish its reputation or brand.

2. Basic Confidentiality Obligations. The Receiving Party agrees not to disclose or permit access to the Disclosing Party's Confidential Information, except to the Receiving Party's employees and agents who are informed of the confidential nature of the Confidential Information and who have agreed in writing or who are otherwise legally bound to treat the Disclosing Party's Confidential Information in a manner consistent with Receiving Party's duties under this Agreement (such Party's "Representatives"). The Receiving Party will not use the Disclosing Party's Confidential Information for any purpose other than evaluating a potential business relationship with the Disclosing Party, and for purposes of conducting such a business relationship. The Receiving Party will exercise reasonable care to safeguard the Disclosing Party's Confidential Information against unauthorized access and disclosure and shall notify the Disclosing Party as quickly as practicable upon discovery or any authorized access, use or disclosure. Each Party, in its capacity as the Receiving Party, acknowledges and agrees that it shall be responsible and liable for the acts and omissions of its Representatives in connection with the Disclosing Party's Confidential Information to the same extent as if such acts and omissions were the Receiving Party's own.

3. Exceptions to confidentiality obligations. Even if some information would be considered Confidential Information according to the definition above, the Receiving Party will have no duties regarding that information if (i) the information is known to the Receiving Party prior to receipt from the Disclosing Party, as demonstrated by the Receiving Party's records, without restrictions on use or disclosure; (ii) the Receiving Party independently develops the same information without any use of Confidential Information obtained from the Disclosing Party; or (iii) the Receiving Party rightfully obtains the information from some third party, without restrictions on use and disclosure, but only if the Receiving Party has no knowledge that the third party's provision of that information is wrongful; or (iv) the information is made available to the general public without any direct or indirect fault of the Receiving Party. For avoidance of doubt, so long as the Receiving Party complies with its obligations under this Agreement, this Agreement shall not preclude the Receiving Party from developing or commercializing products and services that may be similar to, or competitive with, the Disclosing Party's products and services.

4. Compliance with Legal Duties; Enforcement of Agreement. The Receiving Party will not be in breach of this Agreement by delivering some or all of the Disclosing Party's Confidential Information to a court, to law enforcement officials, and/or to governmental agencies, but only if it limits the disclosure to the minimum amount that will comply with applicable law (such as in response to a subpoena) or that is necessary to enforce its legal rights against the Disclosing Party. Unless prevented by law, the Receiving Party agrees to notify the Disclosing Party as far in advance as reasonably possible before the Receiving Party delivers the Disclosing Party's Confidential Information to any of those third parties. If requested by the Disclosing Party, and if permitted by law, the Receiving Party will cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking to limit or eliminate legal requirements that compel disclosure, or in seeking confidential treatment by the applicable court, law enforcement officials and/or governmental agencies.

5. Equitable Remedies. The Parties acknowledge that any breach of this Agreement by the Receiving Party may cause irreparable harm to the Disclosing Party, for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law, the Disclosing Party shall have the right, without requirement to post bond or to prove actual damages, to seek equitable remedies in any court of competent jurisdiction, including, without limitation, injunction, to stop or deter any breach or threatened breach by the Receiving Party.

6. Disclaimers. Neither Party is required to disclose any Confidential Information. *The Disclosing Party makes no representations or warranties regarding any information disclosed by it, and the Disclosing Party disclaims, to the maximum extent enforceable by law, any representations and warranties that would otherwise be implied. Each Party accepts all risks associated with its receipt, review, and evaluation of the other Party's Confidential Information.* No licenses under any intellectual property rights or other proprietary rights are granted or conveyed by either Party pursuant to this Agreement.

7. Assignment; Change of Control. Neither Party may assign this Agreement without the prior, written consent of the other Party. Absent such consent, any attempted or purported assignment shall be null and void. Furthermore, except as expressly provided below, this Agreement shall terminate immediately upon any Change of Control in either Party, unless the other Party has provided its prior written consent to such Change of Control. As an exception to the preceding provisions of this paragraph, this Agreement may be assigned without consent pursuant to a merger, corporate reorganization or the sale of all or substantially all of the assigning Party's assets, and/or a Party may undergo a Change of Control without consent and without triggering a termination, provided that (i) the assignee or acquirer, as applicable, may not reasonably be considered a direct competitor of the other Party; (ii) the assigning Party shall require the assignee or acquirer, as applicable, to agree in writing to abide by the terms hereof, and (iii) the assignor shall promptly notify the other Party upon occurrence of the assignment or Change of Control. In any event, each Party agrees promptly to notify the other Party if the notifying Party has undergone a Change of Control, and a Party undergoing a Change of Control agrees that it may not disclose Confidential Information of the other Party to third parties acquiring such Control without first obtaining prior written consent from the other Party. For purposes of this Agreement, the term "Change of Control" means a transaction or series of related transactions pursuant to which control of a Party is acquired, where "Control" means the direct or indirect power to direct the Party's management.

8. Term; Termination; Incorporation by External Document. This Agreement will become effective and binding upon the Effective Date and will remain in effect thereafter until terminated. Either Party may terminate the Agreement at any time by giving written notice. Notwithstanding the preceding sentence, however, if the Parties enter into a separate written agreement incorporating the terms of this Agreement, this Agreement will be deemed to continue in effect for so long as the incorporating agreement remains in effect, and any warranties regarding Confidential Information

given by that separate agreement will apply, notwithstanding the disclaimers set forth above. Any information, including Confidential Information, disclosed after termination of this Agreement will not be subject to this Agreement, and neither Party will have any rights and duties regarding such information by virtue of this Agreement.

9. Continuing Duties. Following termination of this Agreement, Confidential Information having been received during the term of the Agreement shall remain subject to this Agreement's restrictions on use and disclosure for so long as the data and information fit the definition of "Confidential Information," or until use and disclosure thereof would no longer be restricted even if this Agreement remained in full force. Following termination, the Receiving Party shall immediately discontinue all use of the Disclosing Party's Confidential Information and, except as otherwise required to comply with applicable law, shall destroy all Confidential Information of the Disclosing Party remaining in the Receiving Party's possession. Within thirty (30) days after receipt of a written request from the Disclosing Party, the Receiving Party shall certify its full compliance with the requirements of this paragraph. The incidental retention of the Disclosing Party's Confidential Information within the Receiving Party's automated data archives (e.g., tape backups) shall not be deemed a breach of the preceding obligations, provided that all such Confidential Information shall remain subject to the obligations of this Agreement, as if

this Agreement remained in effect, for so long as the Confidential Information is retained.

10. General. This Agreement is intended to be interpreted and governed by the laws of the Commonwealth of Virginia, without applying Virginia's rules regarding conflicts of law. If any provision of this Agreement is unenforceable, the Parties intend for that provision to be interpreted in the manner that most closely reflects the Parties' original intent while rendering it enforceable, and all other provisions of the Agreement will remain unaffected. By entering this Agreement, the Parties are acting as independent contractors, and neither Party is acting as an agent of the other. There are no intended third-party beneficiaries of this Agreement, and this Agreement is binding only upon the Parties and their permitted successors and assigns. No waiver of a Party's duties under this Agreement will be enforceable unless provided in writing and executed by the waiving Party. This Agreement may not be modified except by a mutually executed written amendment. All notices give under this Agreement must be made in writing (for which email shall suffice only if receipt is acknowledged by return email). This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This document includes the entire agreement between the Parties with regard to the subject matter it addresses, and it supersedes any prior agreements regarding the same subject matter.

By executing this Agreement in the spaces provided below, each Party signifies its intent to be bound by this Agreement.

On behalf of
PARTNER: _____

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

On behalf of
SCIENCELOGIC, INC.

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

Partner's Address:

ScienceLogic's Address:
11955 Democracy Drive, Suite 1300
Reston, Virginia 20190 USA
Attention: Office of General Counsel