



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is executed as of _____, ____ by and between Corelight, Inc., having a business address at 22 4th Street, 6th Floor San Francisco, CA 94103 and _____, having a business address at _____. 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. The parties hereby agree as follows:

1. All information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, furnished after the date of this Agreement, whether tangible or intangible, and in whatever form or medium, that the Disclosing Party considers to constitute its trade secrets or confidential information, or that of any affiliates, subsidiaries, and parents of, or other entities related or controlled by the Disclosing Party, as well as all information generated by the Receiving Party that contains, reflects, or is derived from the disclosed information, shall be treated as the confidential and proprietary information of the Disclosing Party (the "Confidential Information"). Without limiting the preceding, Confidential Information shall also include the following disclosed by the Disclosing Party:

- a. Information pertaining or relating to any and all inventions, discoveries, trademarks, patents, trade secrets, "know how", ideas, processes, programs, and all tangible and intangible information relating to formulations, products, processes, know-how, designs, specifications, manufacturing, packaging, distribution, formulas, methods, developmental or experimental work, clinical data, results, improvements, pending or potential patent claims and any information derived therefrom, plans for research, strategies, new products, marketing and selling plans, business plans, expenses, budgets and unpublished financial statements, licenses, pricing and costing information, identities of suppliers, customers, or clients, and information regarding the skills and compensation of employees or other consultants;
- b. All software developed or licensed by or for Disclosing Party or licensed to Disclosing Party by a third party, and any documentation or listing pertaining to such software. The term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program of the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, data and customer information.

- c. Any information of the type described above which the Disclosing Party has a legal obligation to treat as confidential, or which the Disclosing Party treats as proprietary or designates as confidential, whether or not owned or developed by the Disclosing Party.
 - d. If either party visits any facilities of the other party, the visiting party undertakes that any information of a confidential nature which may come to its knowledge as a result of any such visit, shall be deemed to be Confidential Information.
2. 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; provided, however, that any of such information may be disclosed by the Receiving Party to its attorneys, employees, representatives and agents who need to know such information, but only for the purpose of evaluating the proposed relationship (it being understood that such attorneys, employees, representatives and agents shall be informed by the Receiving Party of the confidential nature of such information, shall be directed to treat such information confidentially and shall be bound by obligations of confidentiality and non-use at least as stringent as those herein. The Receiving Party shall be responsible for any breach of this Agreement by its attorneys, employees, representatives and agents.
3. At any time upon the request of the Disclosing party, 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. The Receiving Party thereafter shall not use any of the Confidential Information for any purpose; nor will the Receiving Party disclose any such information, either directly or indirectly, to any other person or entity.
4. The Receiving Party shall use all commercially reasonable steps to preserve the Confidential Information as trade secrets of the Disclosing Party and to utilize at least the same precautions with respect to such Confidential Information as the Receiving Party utilizes or would utilize to preserve its own trade secrets.
5. The "Confidential Information" does not include information (a) is or becomes, through no wrongful act or failure to act on the part of the Receiving Party, generally available to the public, (b) was known by the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party, (c) becomes rightfully available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the Receiving Party is not aware such source is bound by a confidentiality agreement with the Disclosing Party, or (d) is independently developed by the Receiving Party.
6. Notwithstanding the foregoing provisions, the Receiving Party shall not be deemed to have breached this Agreement if it discloses Confidential Information

that it is ordered or required to disclose by a judicial or governmental authority having jurisdiction over such party; provided, however, that the Receiving Party shall use reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and, to the extent possible and permissible under applicable law, provide the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

7. 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.

8. Each party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the Disclosing Party and expressly agrees that monetary damages would be inadequate to compensate the other for any breach of any covenant or agreement set forth herein. 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 in respect of such a breach.

9. In the event of a breach of this Agreement by either party, the non-breaching party shall be entitled to receive its reasonable attorneys' fees and costs from the breaching party.

10. 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.

11. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California (excluding California law controlling conflicts of law).

12. 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. This Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.

13. Each party agrees not to disclose the identity, interest and participation of the other party in connection with the subject matter of this Agreement or the relationship of the parties hereunder, unless both parties agreed to such disclosure in writing.

14. Nothing in this Agreement shall be construed as obligating either party to enter into any future agreements with the other party in connection with the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CORELIGHT, INC.

By:

By: _____

Title:

Title: _____