

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is entered into this **16** day of **June**, 201**5** (the "Effective Date") between Netflix, Inc., a corporation organized and existing under the laws of the State of Delaware, USA, with its principal place of business located at 100 Winchester Circle, Los Gatos, California 95032, USA ("Netflix"), and **StackStorm Inc.**, a corporation organized and existing under the laws of **State of Delaware, USA**, with its principal place of business located at **395 Page Mill Road Suite 150, Palo Alto, CA 94306** (the "Company").

Whereas, the parties are engaged in discussions about a possible business transaction, and in connection with these discussions, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

Now, therefore, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

1. "Confidential Information" means any information that either party or any of its respective Affiliates (as defined in Section 2 ("Non-use and Nondisclosure")), discloses about itself, its Affiliates, or its licensors, to the other party, directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation drawings, models, inventions, know-how, software programs and source documents; business plans; operational documentation; financial analysis; marketing plans and strategies; proposed products and services; customer data; the nature and substance of any discussions hereunder; and the terms and conditions of this Agreement, provided that (a) the disclosing party marks any documentary or tangible information as "Confidential," "Proprietary" or the like; or (b) with respect to information disclosed intangibly such as orally or visually, the disclosing party advises the receiving party of its confidential nature at the time of initial disclosure; or (c) a reasonable person under similar circumstances and due to the character or nature of the information would treat that information as proprietary and confidential. Confidential Information shall not include any information which the receiving party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the receiving party by the disclosing party; (ii) becomes publicly known and made generally available after disclosure to the receiving party by the disclosing party through no action or inaction of the receiving party; (iii) is in the possession of the receiving party, without confidentiality restrictions, at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; or (iv) was independently developed by the receiving party or constitutes the general knowledge or skills of the receiving party. Notwithstanding anything contained herein to the contrary, if Confidential Information of a disclosing party is required to be disclosed by the receiving party pursuant to law, rule, regulation (including without limitation, any regulation of a stock exchange or association), or binding order of a government agency or a court, the receiving party may release the Confidential Information of the disclosing party so long as prior to any such release the releasing party provides the other party with the greatest notice permitted under the circumstances, so that the disclosing party may seek a protective order or other appropriate remedy. In any such event, the releasing party will disclose only that portion of such Confidential Information as is legally required to be furnished and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

2. Non-use and Nondisclosure. Each party agrees not to use any Confidential Information disclosed by the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship or business opportunity between the parties (the "Purpose"). The receiving party agrees to disclose the disclosing party's Confidential Information only to those Affiliates, employees, and contractors who (a) have been advised of the obligations of confidentiality; (b) are under pre-existing written obligations of confidentiality with the receiving party which effectively prohibit the

unauthorized use or disclosure of the disclosing party's Confidential Information; and (c) require the Confidential Information in order to assist the receiving party to evaluate or engage in discussions concerning the Purpose. "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with one of the parties to this Agreement. The receiving party shall be responsible for any breaches of this Agreement by its Affiliates, employees and contractors. The receiving party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the disclosing party's Confidential Information and which are provided to the receiving party hereunder.

3. Maintenance of Confidentiality. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the receiving party shall exercise the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like importance, and shall implement any security procedures reasonably requested by the disclosing party to prevent the unauthorized use or disclosure of its Confidential Information. The receiving party shall make only those copies of Confidential Information as are necessary to share with Affiliates, employees or contractors for the Purpose. The receiving party shall reproduce the disclosing party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. The receiving party shall immediately notify the disclosing party in the event of any unauthorized use or disclosure of the Confidential Information. Notwithstanding anything herein to the contrary, this Agreement shall not restrict in any way the use of "Residual Information" by a party that is the recipient of Confidential Information from the other party. "Residual Information" is information that is retained in the unaided memory of a recipient's employee who has had access to Confidential Information of the disclosing party pursuant to this Agreement. One's memory is unaided if one has not intentionally memorized the relevant Confidential Information with the intention of retaining and subsequently using or disclosing it for purposes unrelated to the Purpose.

4. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement. Furthermore, neither the furnishing of Confidential Information nor any obligation hereunder shall be construed to obligate either party to refrain from entering into any agreement or negotiation with any other third party regarding the same subject matter or any other subject matter.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the receiving party shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party or destroyed upon the earlier of the disclosing party's written request or the expiration or termination of this Agreement.

7. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent or copyright of the other party, nor shall this Agreement grant either party any rights in or to Confidential Information of the other party except as expressly set forth herein.

8. Term. The parties may disclose Confidential Information to each other under this Agreement unless and until a party notifies the other in writing that it wishes to terminate this Agreement (the "Term"). Notwithstanding termination of this Agreement, a party's obligations of confidentiality

with respect to Confidential Information received by it during the Term shall continue for a period of three (3) years following disclosure of such Confidential Information.

9. Export. The parties acknowledge that the Confidential Information disclosed under this Agreement may be subject to export controls under the laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required United States authorizations or licenses.

10. Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, USA, excluding conflicts of laws rules. Any dispute between the parties arising out of, or relating to the validity, performance, interpretation or construction of, this Agreement or any of the parties' respective rights and obligations hereunder shall be submitted to the exclusive jurisdiction of the courts, including the United States District Court, in Santa Clara County, California, USA, except as provided in Section 11 ("Injunctive Relief") below, and each of the parties hereby irrevocably consents to the personal jurisdiction of the courts, including the United States District Court, in Santa Clara County, California, USA.

11. Injunctive Relief. The parties acknowledge and agree that any violation or threatened violation of this Agreement may cause irreparable harm to the disclosing party, the degree and scope of which may be difficult to ascertain. The parties further acknowledge and agree that, in the event of any actual or threatened breach of the receiving party's obligations under this Agreement, the disclosing party may have no adequate remedy at law. Therefore, and notwithstanding the provisions of Section 10 ("Governing Law and Venue") of this Agreement, the disclosing party shall have the right to seek temporary and permanent injunctive relief in any court of competent jurisdiction or an administrative order from any competent government authority, to prevent, enjoin and prohibit any such actual or threatened breach, in addition to any and all other rights and remedies available to the disclosing party under the laws of the State of California, USA.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

In Witness Whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

NETFLIX, INC.

COMPANY

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Dmitri Zimine

Title: \_\_\_\_\_

Title: CTO

Date: \_\_\_\_\_

Date: 16 June 2015