

MUTUAL NONDISCLOSURE AGREEMENT

Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party. Notwithstanding the foregoing, nothing will be considered "Proprietary Information" of the Disclosing Party unless either (1) it is or was disclosed in tangible form and is conspicuously marked "Confidential", "Proprietary" or the like, (2) it is or was disclosed in non-tangible form and identified as confidential at the time of disclosure, or (3) the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

In consideration of the parties' discussions and any access of the Receiving Party to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, (iv) not to copy or reverse engineer any such Proprietary Information and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Proprietary Information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding.

2. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

3. This Mutual Nondisclosure Agreement (“Agreement”) shall remain in effect for a period of one (1) year from the date of this Agreement, unless otherwise terminated by either party giving thirty (30) days written notice to the other of its desire to terminate this Agreement. The rights and obligations of the parties in relation to Proprietary Information disclosed under this Agreement will continue for a period of sixty (60) months after disclosure regardless of the earlier expiration or termination of this Agreement.

4. The parties hereby acknowledge that neither party makes any representations or warranties whatsoever, either express or implied, concerning the accuracy, completeness or correctness of the Proprietary Information disclosed by the Disclosing Party hereunder, nor will such representation or warranty be implied. Each party expressly disclaims any and all liability that may be based on its Proprietary Information, errors therein or omissions therefrom, other than its right to disclose the Proprietary Information. At all times hereunder, the Disclosing Party shall retain ownership of all Proprietary Information disclosed to the Receiving Party and any intellectual property rights relating thereto.

5. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party’s Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to actual costs and reasonable attorneys’ fees. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations without consent to a successor to substantially all its relevant assets or business.

1/18/2018, 2018

Signal Sciences Corp.

By: Stephen Gomann
Name: Stephen Gomann
Title: Vice President, Sales

Fishtech Group, LLC

By: Todd Bertholf
Name: Todd Bertholf
Title: Contracts Attorney