

**EFFECTIVE DATE:** June 20, 2017

This is a non-disclosure agreement ("NDA") between **Exabeam, Inc.**, a Delaware Corporation with offices at 1 Waters Park Drive, San Mateo, CA 94403 ("EXABEAM") and the party identified in the signature block below. If an Effective Date is not identified in the space provided above, then the NDA shall be effective the last date signed by the parties.

**1. PURPOSE.** In connection with discussions related to technical, business or investment relationships between the parties, the parties wish to pursue discussions ("Purpose") whereby a party may make available to the other party certain Confidential Information ("DISCLOSER"), and the parties agree that Confidential Information made available by DISCLOSER shall be kept confidential by the party receiving the Confidential Information ("RECIPIENT").

**2. DEFINITION.**

2.1 "Confidential Information" means information or materials provided by DISCLOSER that are in tangible form and labeled "confidential" or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled and provided in tangible form to RECIPIENT. The following information shall be considered Confidential Information whether or not so marked or identified: any personally identifiable information (such as the names of DISCLOSER's customers), source code, product roadmaps and strategic marketing plans, financial data, and information that by reason of its nature would reasonably be concluded under the circumstances to be of a confidential nature.

2.2 Confidential Information does not include information or material that: (i) is in the possession of RECIPIENT at the time of disclosure as shown by RECIPIENT's records; (ii) becomes public other than as a result of any improper inaction or action of RECIPIENT; (iii) is approved by DISCLOSER, in writing, for public release; (iv) is subsequently publicly disclosed to RECIPIENT by a third party having the legal right to make such disclosure; or (v) is developed by RECIPIENT independent of and without any reference to any Confidential Information.

**3. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.**

3.1 RECIPIENT has a duty to protect such Confidential Information disclosed under this NDA for a period of five (5) years from the date of Confidential Information disclosure. RECIPIENT's obligations with respect to all technical Confidential Information shall be terminated only when RECIPIENT can document that a condition of Section 2.2 applies.

3.2 RECIPIENT shall take all reasonable measures to protect Confidential Information, including, but not limited to, the same degree of care that RECIPIENT uses to protect its own confidential information of a like kind.

3.3 RECIPIENT agrees to notify DISCLOSER in writing of any misuse or misappropriation of Confidential Information that may come to RECIPIENT's attention. Nothing in this Section 3 shall prevent RECIPIENT from disclosing any Confidential Information to the extent that such disclosure is required to be made by applicable law or proper legal, governmental or other competent authority, provided RECIPIENT gives DISCLOSER prior written notice for an opportunity to oppose such disclosure.

3.4 The DISCLOSER understands that the RECIPIENT may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the DISCLOSER's information. Accordingly, nothing in this NDA will be construed as a representation or inference that the RECIPIENT will not develop products, or have products developed for it, that, without violation of this NDA, compete with the products or systems contemplated by the DISCLOSER's Confidential Information.

**4. RETURN OF MATERIALS.** Any Confidential Information provided by DISCLOSER shall be either promptly returned or destroyed by RECIPIENT, as directed by DISCLOSER, within ten (10) business days after: (1) RECIPIENT's receipt of a written request from DISCLOSER; or (2) termination or expiration of this NDA.

**5. NO RIGHTS GRANTED.** Nothing in this NDA is intended to grant any rights for any patent, patent application, mark or copyright of DISCLOSER, except the limited rights necessary to carry out the Purpose.

**6. WARRANTY.** DISCLOSER warrants that it has the right to make the disclosures under this NDA. **EXCEPT AS STATED HEREIN, DISCLOSER MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.**

**7. NO OBLIGATION.** Neither this NDA nor the disclosure or receipt of Confidential Information hereunder shall be construed as creating any obligation of a party to furnish Confidential Information to the other party or to enter into any agreement or relationship. Unless and until a final definitive agreement regarding the Purpose has been executed by the parties, no contract or agreement with respect to the Purpose shall be deemed to exist between the parties and neither party will be under any legal obligation whatsoever with respect to the Purpose by virtue of this NDA except for the matters specifically agreed to herein. The term "definitive agreement" does not include a term sheet or any other preliminary written agreement.

**8. TERM AND SURVIVAL.** This NDA shall be effective as of the Effective Date and continue until the earlier of the three (3) year anniversary of the Effective Date or the termination of this NDA by a party in accordance with the terms of this NDA. Each party shall have the right, at any time, to terminate this NDA by sending a written notice.

The obligations of RECIPIENT under this NDA shall survive any termination or expiration of the NDA.

**9. REMEDIES.** Each party agrees that its obligations provided in this NDA are necessary and reasonable in order to protect DISCLOSER and its business. RECIPIENT acknowledges that there is no adequate or complete remedy at law, including damages, for the disclosure and/or use of Confidential Information by RECIPIENT in violation of this NDA and that, in addition to any remedies to which DISCLOSER may be entitled at law, DISCLOSER shall be entitled to seek injunctive relief and other equitable remedies in the event of such violation.

**10. ATTORNEY'S FEES.** In the event that DISCLOSER is the prevailing party in any action brought to enforce or to protect any of the rights of DISCLOSER under this NDA, DISCLOSER shall be entitled to recover, in addition to its

damages, reasonable attorneys' fees and costs incurred in connection therewith.

**11. PROVISIONS OF GENERAL APPLICATION.** This NDA shall be governed by, construed and enforced in accordance with the laws of the State of California. This NDA and the right and obligations hereunder may not be assigned, in whole or in part, without the prior written agreement of the parties. Failure to enforce any provision of this NDA by a party shall not constitute a waiver of any term hereof. This NDA may be executed in two (2) or more counterparts each of which shall be deemed an original and all of which together shall constitute one (1) instrument. Only a written agreement signed by both parties can modify this NDA. This NDA contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports and agreements between the parties in respect thereto.

**READ AND AGREED:**  
**EXABEAM, INC.**

SIGN:  \_\_\_\_\_

NAME: Alexandra Mascarenhas

TITLE: Associate Corporate Counsel

DATE: June 19, 2017.



**COMPANY NAME:** Fishtech Group, LLC

SIGN:  \_\_\_\_\_

NAME: Todd Bertholf

TITLE: Contracts Attorney

DATE: June 20, 2017

ADDRESS: 13333 Holmes Road  
Kansas City, MO 64146  
Attn: Contracts Department