

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into, as of May 8th, 2018 ("Effective Date"), by and between FullStory, Inc., having a principal place of business at 120 Ottley Dr NE, Ste 100, Atlanta, GA 30324 and \_\_\_\_\_, having a principal place of business at \_\_\_\_\_.

1. "Confidential Information" means information that relates to the Purpose (as defined below) or that, although not related to such Purpose, is nevertheless disclosed as a result of the parties' discussions in that regard, and that should reasonably have been understood by the party receiving such information (the "Recipient"), because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the party disclosing the information (the "Discloser") or an Affiliate of the Discloser or to a third party. Confidential Information may be disclosed in written or other tangible form (including on electronic media) or by oral, visual or other means. Confidential Information includes all of the following, whether or not reduced to tangible form: software codes and computer programs; trade secrets, patents, patent applications, and copyrights; know-how, processes, research, development, ideas, and inventions (whether patentable or not); formulas and algorithms; technical drawings, schematics, design, diagrams, models, and flow charts; documentation and specifications; databases and materials; financial information and projections; business plans and needs; employee information; customer lists, sales information and forecasts, marketing plans, customer leads, customer information and anticipated markets; and other information of a similar nature, and any other trade secrets or non-public business information belonging or pertaining to either of the parties. "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a party.

2. Recipient will not use any Confidential Information except to the extent necessary for the internal purpose of discussing, analyzing, and exchanging information about each party's products, services and other offerings to determine whether the parties may enter into a mutually beneficial business relationship ("Purpose"). Recipient will not disseminate or disclose any Confidential Information to any person, firm, business or governmental agency or department, except as such disclosure is expressly permitted in this Agreement. Recipient will treat all of Discloser's Confidential Information with the same degree of care as Recipient treats its own Confidential Information, but not less than reasonable care. Recipient will disclose Discloser's Confidential Information only to those of Recipient's employees, consultants, and contractors who have a "need to know" the information to assist Recipient with respect to the Purpose and who are legally bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Neither party is obligated under this Agreement to purchase from or provide to the other party any service or product. Recipient agrees not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement; Recipient does not acquire any right in or to the Confidential Information except the limited right to use it for the Purpose.

3. Recipient's obligations under Section 2 will not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by the Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement will not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient provides prompt prior written notice to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.

4. Neither party will communicate any information to the other in violation of the proprietary rights of any third party. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED. Discloser will have no liability or responsibility for reasonably unknown errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed hereunder.

5. Recipient will obtain any licenses or approvals the U.S. government or any of its agencies require prior to exporting, directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing that data.

6. This Agreement will become effective as of the Effective Date and will continue until the date one party receives written notice of termination of this Agreement from the other party; provided, however, that a Recipient's obligations under Section 2 will survive termination of this Agreement and will continue with respect to the Discloser's Confidential Information until the obligations no longer apply pursuant to Section 3 above.

7. All Confidential Information disclosed under this Agreement will be and will remain the property of the Discloser; all such information in tangible form will be returned to Discloser promptly upon written request or upon the termination or expiration of this Agreement, and will not thereafter be retained in any form by Recipient or its Affiliates or any of their employees. Except upon mutual written agreement or as may be required by law, neither party will disclose to others the existence or terms of this Agreement, the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.

8. The parties acknowledge that the Confidential Information is unique and valuable and a breach by Recipient of this Agreement will cause irreparable and continuing damage to Discloser for which money damages are insufficient. In the event of a breach or threatened breach of the obligations under this Agreement, Discloser will be entitled to: (1) seek specific performance and injunctive or other equitable relief without the necessity of posting a bond, and (ii) indemnification from any loss or harm, including recovery of attorney's fees, in connection with any breach or enforcement of Recipient's obligations hereunder or the unauthorized use or release of such Confidential Information. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Recipient must notify Discloser in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware and will assist Discloser in remedying the unauthorized use or disclosure of Discloser's Confidential Information.

9. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth above or to such other address as either party may provide in writing.

10. This Agreement (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior agreements whether oral or written with respect to disclosures concerning such subject matter; (b) may not be amended or modified except by in a writing signed by authorized representatives of both parties; and (c) will be governed and construed in accordance with the laws of Delaware without regard to conflict of laws provisions. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in New Castle County, Delaware as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in New Castle County, Delaware such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. Neither party may assign any of its rights or obligations hereunder, except to an Affiliate, without the prior written consent of the other party. No failure or delay in exercising or any partial exercise of any right, power or privilege hereunder will operate as a waiver thereof. If any provision of this Agreement is found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

The parties agree and are signing this Agreement as of the Effective Date.

FULLSTORY, INC.

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By:

By:

Name:

Name:

Title:

Title: