ZENOSS MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Nondisclosure Agreement (this "**Agreement**") is entered into between **ZENOSS, INC.** ("**Zenoss**") and _____ **("ENTITY")** as of _____, 20__ (the "**Effective Date**"), to protect the confidentiality of certain Confidential Information of Zenoss or of Entity to be disclosed under this Agreement solely for use evaluating or pursuing a business relationship between the parties (the "**Permitted Use**"). Zenoss and Entity may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. Confidential Information. "**Confidential Information**" or "**CI**" of a Party will mean any and all technical and non-technical information disclosed by such Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") during the term of this Agreement or prior to the commencement of this Agreement and labeled at the time of such disclosure as "**Confidential**" or bearing a similar legend, and all other information that the Parties knew, or reasonably should have known, was the CI of the other Party. "**CI**" may include without limitation: (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Disclosing Party's employees, contractors, and other agents; and (iv) the existence of any business discussions, negotiations, or agreements between Disclosing Party and Receiving Party or any third party. CI includes all software of the disclosing party, both source and object code.

2. Confidentiality Obligations. Subject to the section titled "Exclusions," Receiving Party agrees that it will (i) hold in confidence and not disclose to any third party any CI of Disclosing Party, except as approved in writing by Disclosing Party; (ii) protect such CI with at least the same degree of care that Receiving Party uses to protect its own CI, but in no case, less than reasonable care; (iii) use the Disclosing Party's CI for no purpose other than the Permitted Use; (iv) limit access to Disclosing Party's CI to those of Receiving Party's employees or authorized representatives having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) immediately notify Disclosing Party upon discovery of any loss or unauthorized disclosure of Disclosing Party's CI. The Parties agree that neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

3. Exclusions. Receiving Party has no obligations under this Agreement with respect to any portion of Disclosing Party's CI if such Receiving Party can demonstrate with competent evidence that (i) was in the public domain at the time it was communicated; (ii) entered the public domain subsequent to the time it was communicated, through no fault of Receiving Party; (iii) was in Receiving Party's possession free of any obligation of confidence prior to the time it was communicated; (iv) was rightfully communicated to Receiving Party free of any obligation of confidence subsequent to the time it was communicated by Disclosing Party; (v) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated; or (vi) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the above, Receiving Party may disclose Disclosing Party's CI, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Receiving Party gives Disclosing Party reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the CI so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

4. No License Granted. CI is and shall remain the sole property of Disclosing Party. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any of Disclosing Party's CI, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such CI. Receiving Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any of Disclosing Party's CI. Neither this Agreement nor the disclosure of any CI hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular CI. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

5. Restrictions. Receiving Party will not reproduce the Disclosing Party's CI in any form except as required for the Permitted Use. Any copy of any of Disclosing Party's CI remains the property of Disclosing Party and will contain all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Disclosing Party. Receiving Party acknowledges that Disclosing Party's software programs contain valuable CI and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the CI unless otherwise authorized in writing by Disclosing Party.

6. Term; Ongoing Obligations. This Agreement will continue unless terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's

obligations under this Agreement will survive termination of this Agreement and will continue in full force and effect with respect to CI of the other Party for two (2) year(s) from the date of disclosure of such CI, except that the Receiving Party's obligations with respect to CI including trade secret information shall survive for as long as such CI remains a trade secret under the applicable law. All tangible information furnished hereunder by Disclosing Party to Receiving Party shall remain the property of Disclosing Party. Upon termination of this Agreement, or upon written request of Disclosing Party, Receiving Party will (i) cease any use of Disclosing Party's CI; and (ii) promptly return to Disclosing Party all documents and other tangible materials containing any portion of, or summarizing, Disclosing Party's CI and all copies thereof. At Disclosing Party's request, an officer of Receiving Party will provide a certificate attesting to compliance with the foregoing.

7. Disclaimer. DISCLOSING PARTY IS PROVIDING CI ON AN "AS IS" BASIS FOR USE BY RECEIVING PARTY AT ITS OWN RISK. DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. GENERAL PROVISIONS.

8.1 Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Texas, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each Party hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which Zenoss' principal place of business is located for any lawsuit filed there by Zenoss arising from or related to this Agreement.

8.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

8.3 No Assignment. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.

8.4 Notices. Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

8.5 Injunctive Relief. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party for which monetary damages would not be an adequate remedy and agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. The rights and remedies provided to each Party herein are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

8.6 Nonsolicitation of Employees. During the term of the Agreement (including any renewal terms) and for one (1) year thereafter, neither party will , without the prior written consent of a Party, solicit for employment or hire any employees of the other party engaged in the work contemplated by this Agreement (other than by means of general employment solicitations conducted by third parties or through publications in each case that are not directed specifically at employees of a party) or subcontract work to any such person employed then or within the preceding six (6) months by a party. In the event a party actually hires an employee of the other party during the period set forth here, other than as a result of the general solicitation permitted here, then the hiring party shall pay the other party an amount of money equal to the starting salary or the previous salary of the hired employee, whichever is greater.

8.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.8 Export. Receiving Party agrees not to export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement or any products utilizing such data, to countries outside the United States, because such export could be in violation of the United States export laws or regulations.

8.9 Data Privacy. Except for the business contact information of each party's employees which will be kept in accordance with privacy and protection laws, the Parties agree and acknowledge that all data transferred pursuant to this Agreement does not contain Personal Information. As such, neither the Discloser nor the Recipient are Processors nor Controllers (as such terms are defined in

the General Data Protection Regulations ("GDPR") or similar persons as defined under similar data privacy laws. Any Personal Information inadvertently transferred by either Party will be promptly destroyed and such transfer shall in no way create a Controller/Processor or Processor/Subprocessor (as defined in the GDPR) or similar relationship between the Parties. "Personal Information" means all personally identifiable information, including but not limited to personal addresses, social security numbers, and birthdates.

8.10 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by authorized representative of both parties.

IN WITNESS WHEREOF, the Parties have caused this Mutual NDA to be executed as of the Effective Date.

Zenoss, Inc. (Zenoss)
Valid only if signed by an officer of Zenoss

By: _____
Name: Blair Duncan
Title: CFO
Address: 11305 Four Points Drive
Building One, Suite 300
Austin, TX 78726

Entity Name: _____

By: _____
Name: _____
Title: _____
Date: _____
Address: _____