Confidentiality Agreement

This Confidentiality Agreement (this "**Agreement**") is effective as of the date of the second signature below ("**Effective Date**") and is between CloudBolt Software, Inc. ("**CloudBolt**"), and company or entity that signed in the signature block below ("**Company**") (each, a "**party**" and, collectively, the "**parties**").

1.	In connection with the potential business transaction between the parties (the "**Purpose**"), either party ("**Disclosing Party**") may disclose Confidential Information (as defined below) to the other party ("**Recipient**"). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose such Confidential Information other than to its affiliates and their employees, officers, directors, agents, attorneys, accountants, and financial advisors (collectively, "**Representatives**") who: (a) need access to such Confidential Information for the Purpose; (b) are informed of its confidential nature; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care as the Recipient would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Recipient will be responsible for any breach of this Agreement caused by its Representatives. Recipient agrees to promptly notify Disclosing Party in writing of any misuse, misappropriation, or unauthorized disclosure of the Confidential Information of Disclosing Party that may come to Recipient's attention.

2.	"**Confidential Information**" means non-public, confidential information in any form or medium, including information about business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, software (including "SaaS" services), customers and partners and other sensitive or proprietary information that should be reasonably understood as confidential and includes all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' breach of this Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that, to Recipient's knowledge, was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives without using any Confidential Information.

3.	If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure and to the extent legally permissible, notify Disclosing Party of such requirements so that Disclosing Party may seek, at Disclosing Party's expense, a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4.	On Disclosing Party's written request, Recipient shall, at the Disclosing Party's discretion, promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession and, at Disclosing Party's written request, certify in writing the destruction of such Confidential Information; provided, however, that Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

5.	This Agreement imposes no obligation on either party to disclose any Confidential Information or to negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, and will have

no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title, and interest to Recipient or any other person.

7. The rights and obligations of the parties under this Agreement expire five (5) years after the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret under applicable law, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

8. Recipient acknowledges and agrees that any breach of this Agreement may cause irreparable harm and injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to seek equitable relief as a remedy for any such breach or potential breach, including without limitation, injunctive relief without the posting of bond or other security. Recipient waives any claim or defense that Disclosing Party has an adequate remedy at law in any such proceeding. Nothing herein shall limit the equitable or available remedies at law for Disclosing Party.

9. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with the laws of the State of New York, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

10. Any notices or other communications required or permitted hereunder or required by law will be in writing and will be sent by email to CloudBolt at legal@cloudbolt.io and for Company, to the email indicated in the signature block herein, as may be updated from time to time upon notification by one party to the other party in accordance with this Section. Any such notice will be considered to have been given at the time stamped by recipient's email application (or, if not available, the time stamp of transmission by the sender's email application).

11. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date hereof.

CloudBolt Software, Inc. _____

By_____   By_____

Name: Name:

Title: Title:

Date: Date:

                               Email for Notice: