



931 Monroe Drive, Suite 102-303  
Atlanta, Georgia 30308

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date"), between AirWatch, LLC ("AirWatch") and \_\_\_\_\_ ("Company").

To further the potential business relationship between AirWatch and Company (the "Purpose"), it is necessary and desirable that each party to this Agreement furnish the other party with certain proprietary information, which includes, but is not limited to that which relates to software, computer codes or instructions, developments, inventions, processes, designs, drawings, engineering, pricing, research, statistics, business plans, product plans, products, services, customers or prospective customers, contractors, licensors, suppliers, markets, marketing, finances, and any other materials that have not been made available to the general public and which have been the subject of reasonable efforts to be kept secret ("Confidential Information").

The party disclosing such Confidential Information shall be the "Discloser" and the party receiving such Confidential Information shall be the "Recipient". In consideration of each party to this Agreement receiving the other party's Confidential Information, each party agrees, by its signature below, to use the Confidential Information only as agreed herein unless otherwise agreed to in a written instrument signed by both parties. Now, therefore, it is agreed as follows:

1. Recipient shall not communicate Discloser's Confidential Information to any third party and shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to any third party.
2. Recipient shall neither use Discloser's Confidential Information nor circulate it within its own organization, except to the extent necessary for negotiations, discussions and consultations with personnel or authorized representatives of Discloser and then only to those who have been advised that they are subject to the terms of this Agreement and have signed a non-disclosure or other equivalent agreement that protects the Confidential Information.
3. Recipient shall not use any of Discloser's Confidential Information for its own benefit other than for the Purpose.
4. Recipient shall have no obligation with respect to information that: (a) was in the public domain at the time of Discloser's communication thereof to Recipient; (b) entered the public domain through no fault of Recipient subsequent to the time of Discloser's communication thereof to Recipient; (c) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient; (d) can be shown by documentation to have been independently developed by the Recipient without the use of or reference to any Confidential Information; or (e) disclosure is required by court or government order and Discloser has been given notice of such order so that they may seek a protective order or other appropriate remedy.
5. This Agreement, the resulting disclosure of Confidential Information and any subsequent discussions between the Parties shall not create any obligations other than those expressly stated herein and the parties shall not be obligated to enter into any further agreement relating to the Purpose. Nothing in this Agreement creates or shall imply the formation of any partnership, joint venture, or agency. Each party understands and acknowledges that the other may provide, engages in, or contemplates providing or engaging in, activities which are or may be competitive with the activities of the other, and nothing in this Agreement prohibits either party from providing and/or engaging in such competitive activities, or from entering into discussions with third parties concerning matters similar to those contemplated by this Agreement, provided that they shall not use, reference, or disclose any third parties the Confidential Information received by them pursuant to this Agreement.
6. No rights, licenses, titles or interests of any nature in or relating to any intellectual property right of the Discloser shall be deemed to be conferred by this Agreement or by any disclosure of Discloser Confidential Information made to the Recipient except the limited right to review such Discloser Confidential Information in connection with the Purpose. Recipient agrees that it will not modify, adapt, translate, duplicate, disassemble, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to any software provided by Discloser in connection with this Agreement for any purpose, or otherwise attempt to discover the underlying source code of any such software..
7. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY DISCLOSER ON AN "AS IS" BASIS AND DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE

ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Each party acknowledges that its obligations under this Agreement are necessary and reasonable in order to protect Discloser and Discloser's business, and each party expressly acknowledges that monetary damages would be inadequate to compensate Discloser for any breach by Recipient of Recipient's covenants and agreements set forth in this Agreement. Accordingly, each party further acknowledges that any such violation or threatened violation will cause irreparable injury to Discloser. In addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive relief to enforce the provisions of this Agreement, and the prevailing party in any such litigation shall be entitled to recover all reasonable expenses of litigation, including reasonable attorneys' fees and costs.
9. All Confidential Information furnished by Discloser to Recipient shall remain the property of Discloser and shall be returned to Discloser promptly at its request with all copies made thereof or destroyed and a certificate of such destruction provided to Discloser signed by a duly authorized representative of Recipient.
10. This Agreement shall govern all communications between AirWatch and Company that are made during the period from the date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed.
11. This Agreement shall continue in full force and effect for a period of three (3) years from the Effective Date. This Agreement may be terminated at any time during the period of the Agreement by mutual agreement by the Parties or upon sixty (60) days written notice to the other Party. Unless governed by contrary confidentiality provisions contained in any definitive agreement between the parties, the termination of this Agreement or the conclusion of the discussions between the parties regarding the Purpose (the "**Exchange End Date**"), the commitments of Recipient shall survive and continue for a period of five (5) years following such termination or the Exchange End Date; provided, however that the obligations of Recipient with respect to any Confidential Information that constitutes a trade secret shall survive for so long as such information remains a trade secret under applicable law.
12. This Agreement shall be construed in accordance with the laws of the State of Georgia.
13. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of every nature between them. This Agreement and the right to review any Confidential Information disclosed hereunder may not be assigned without the prior written consent of Discloser. This Agreement may not be changed or modified, except by an agreement in writing signed by both of the parties. The failure or delay on the part of either party to exercise any right under this Agreement shall not be deemed a waiver of any rights under this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives and intending to be legally bound, hereby execute this Mutual Non-Disclosure Agreement effective as of the Effective Date.

**AIRWATCH, LLC**

By \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Date Signed)

**COMPANY**

By \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Date Signed)