MUTUAL NON-DISCLOSURE AGREEMENT

ver. April 16, 2021

THESE TERMS AND CONDITIONS ("AGREEMENT") ARE APPLICABLE TO ANY THIRD PARTY, WHO INSTALLS, DOWNLOADS, AND/OR USES ACTIVESTATE SOFTWARE ("CUSTOMER or YOU or YOUR"). BEFORE YOU SELECT "I AGREE" OR "I ACCEPT" IN REFERENCE TO THIS AGREEMENT, PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THEY DEFINE YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SOFTWARE. BY SELECTING "I AGREE" OR "I ACCEPT" OR INSTALLING, DOWNLOADING OR USING THE SOFTWARE IN ANY MANNER, YOU ARE AGREEING TO BE BOUND BY AND TO BECOME A PARTY TO THIS AGREEMENT.

1. ActiveState and Company (each a "Disclosing Party") have furnished and will furnish to each other (each a "Receiving Party") certain Confidential Information (as defined hereinafter).

2. As it is used in this Agreement, in respect of one party, the term "Confidential Information", without limiting the generality of its generally accepted meaning, shall include all information that is non-public, confidential or proprietary in nature disclosed by the Disclosing Party to the Receiving Party or any of its directors, officers, employees, agents, consultants or representatives (collectively, the "Representatives") relating to the business of the Disclosing Party or its affiliates, including information in respect of the Disclosing Party's or the Disclosing Party's affiliates' operations, customers, business and marketing strategies, advertising strategies and campaigns, and all financial, production, scientific and technical data, methodology, techniques and information, and all analyses, compilations, data, studies, reports or other documents prepared by the Receiving Party or any of its Representatives containing or based upon, in whole or in part, any such furnished information, whether in written, oral, electronic or other form, but shall not include: (a) information in the public domain at the time of the Receiving Party's receipt of that information from the Disclosing Party; (b) information which, after the Receiving Party's receipt from the Disclosing Party, becomes a part of the public domain through no act or omission of the Receiving Party or its Representatives; (c) information which the Receiving Party can show was lawfully within its knowledge or possession prior to its receipt from the Disclosing Party; (d) information received in good faith by the Receiving Party from a third party, who to the knowledge of the Receiving Party was lawfully in possession of the information, and who was not under a contractual, legal or fiduciary obligation not to disclose the information; (e) information required by law to be disclosed by the Receiving Party; (f) is independently developed by the Receiving Party without violation of any legal rights which the disclosing party may have in such information.

3. ActiveState and Company each agree that it will hold all Confidential Information in confidence and will not disclose any such Confidential Information to any individual or entity other than their respective representatives whose duties justify their need to know the Confidential Information for the purposes of fulfilling their respective obligations, provided that: (a) ActiveState and Company shall notify their respective representatives of the obligations under this Agreement with respect to the Confidential Information and the restrictions on its use; and (b) ActiveState and Company shall direct each of their respective representatives to exercise a level of care sufficient to preserve the confidentiality of the Confidential Information and shall direct each such person to abide by the terms and conditions of this Agreement, and will take all reasonable steps to ensure that the Confidential Information is not disclosed by any of such person to any other person or entity or used in a manner contrary to this Agreement.

4. ActiveState and Company each agree that it shall not use any Confidential Information, directly or indirectly, for any purpose whatsoever other than the purpose intended by the Disclosing Party, without first obtaining the prior written consent of the Disclosing Party.

5. Unless otherwise permitted in writing by Disclosing Party, neither Recipient nor its representatives shall make any attempt to reverse compile, disassemble, or otherwise reverse engineer all or any part of any Confidential Information disclosed. Neither Recipient nor its representatives shall make any attempt to copy, reproduce, modify, adapt or translate the Confidential Information in order to develop, create, evaluate, or modify a product which is in any way competitive with any current software products marketed by the Disclosing party.

6. ActiveState and Company agree that all Confidential Information shall remain the property of the Disclosing Party and shall forthwith be returned to the Disclosing Party upon the written request of the Disclosing Party and the Receiving Party shall not retain any copies, extracts or other reproductions, in whole or in part or summaries of such Confidential Information. Upon the request of the Disclosing Party, the Receiving Party shall forthwith destroy all documents, memoranda, notes, reports and other writing in written, electronic or other form prepared by the Receiving Party or any of its representatives based on any Confidential Information.

7. In the event that a Receiving Party or any of its representatives becomes legally compelled to disclose any of the Confidential Information received from the Disclosing Party, the Receiving Party agrees to provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may take such action as it considers necessary to maintain the confidentiality of such Confidential Information, including seeking a protective order or other appropriate remedy and/or waiving compliance with the provisions of this Agreement in whole or in part. In the event that such protective

order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party or its representatives will furnish only that portion of that Confidential Information which is legally required and the Receiving Party will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.

8. No license to the Receiving Party under any intellectual property is granted or implied by conveying Confidential Information or other information and none of such information, which may be transmitted, shall constitute any representation, warranty, assurance, or inducement by Disclosing Party with respect to the infringement of patents or other rights of others.

9. ActiveState and Company hereby covenant and agree that for the full length of this Agreement and for one (1) additional year after its termination or expiration they will not, directly or indirectly, solicit or endeavor to entice away or hire from the other Party any of its employees. For the purposes of this section, the term "employees" shall mean those individuals who were employees or independent contractors at any time during the period commencing on the date hereof and ending on the first anniversary of the termination date hereof and who was directly involved in any work or services provided or proposed to be provided by ActiveState or the Company.

10. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall not be deemed to affect or impair the validity of any other provisions, and each such provision is deemed to be separate and distinct.

11. ActiveState and Company hereby agree that all covenants contained herein are reasonable and valid and each waives all defenses to the strict enforcement thereof by the other.

12. ActiveState and Company each acknowledge that a breach of any of the provisions of this Agreement will result in immediate and irreparable damage to the other and that money damages would not be a sufficient remedy for any breach and each of ActiveState and Company agrees that in the event of such breach, the non-breaching party shall, in addition to any other right of relief, be entitled to equitable relief including, without limitation, relief by way of temporary or permanent injunction and to such other relief that any court of competent jurisdiction may deem just and proper. It is further agreed that no failure or delay by either ActiveState or Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

13. This Agreement may be modified or waived only by written instrument signed by both ActiveState and Company.

14. This Agreement shall be construed in accordance with the laws of the province of British Columbia, excluding its conflict of laws' provisions. Each of the parties hereto irrevocably binds to the exclusive jurisdiction of any federal court sitting in Vancouver, in any action, suit or proceeding arising out of or relating to this Agreement, and each party agrees not to commence, or cooperate in or encourage the commencement of, any such action, suit or proceeding, except in province of British Columbia.

15. The provisions hereof, where the context so permits, shall inure to the benefit of and be binding upon the parties hereto and their respective successors, affiliates and assigns.

16. This Agreement may be executed in one or more counterparts by original or facsimile signature, all of which shall be treated as original documents and shall be equally valid and binding on the parties and their respective affiliates.

17. This Agreement shall expire on the receipt of written notice from a Party to the other that subsequent future communications shall not be bound or at the termination of this agreement. Notwithstanding any termination or expiration of this Agreement, the obligations of each receiving party hereunder with respect to any Confidential Information, including trade secrets, shall survive until such time such becomes publicly known and made generally available through no action or inaction of the receiving party. The provisions of this Mutual Non-Disclosure Agreement shall survive the expiration or termination of this Agreement for a period of five (5) years.