



**SUMO LOGIC, INC.
MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (this "Agreement") is made and entered into between Sumo Logic, Inc., a Delaware corporation ("Sumo Logic") and the company identified on the signature page hereto (the "Company"), as of the last date signed below ("Effective Date").

WHEREAS, the parties have certain confidential information relating to their respective businesses which they desire to disclose to each other for the purpose of exploring a possible business relationship, and each party is willing to accept the other's confidential information subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose. Sumo Logic and Company wish to explore a possible business relationship pursuant to which each party will disclose certain Confidential Information to the other party, which the other party agrees to keep confidential and use solely for the purpose of evaluating a potential business relationship between the parties. The party disclosing Confidential Information is referred to as "Discloser" and the party receiving Confidential Information is referred to as "Recipient." Confidential Information disclosed by any subsidiary of Sumo Logic or the Company shall be covered by this Agreement.

2. Confidential Information. "Confidential Information" means any information that is exchanged between the parties, provided that such information is: (i) identified or marked as confidential at the time of disclosure by the Discloser, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the Recipient. Confidential Information includes, but is not limited to, any technical, business, financial, customer, market, design, engineering, product or product development, service, process, or pricing information, or any research, inventions, know-how, discoveries, data, formulations, specifications, schematics, drawings, designs, ideas, product configuration information, source code, object code, security architecture or reports, or software programs or documentation. Confidential Information shall also include any information about the possible business relationship between the parties, including the terms or conditions thereof or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Confidential Information has been made available to Recipient.

3. Exceptions. The parties agree that Confidential Information does not include information that (i) is or becomes publicly available without Recipient's (or its Representatives') breach of any obligation owed Discloser under this Agreement; (ii) was already in Recipient's (or its Representatives') possession or otherwise available to Recipient on a non-confidential basis prior to disclosure by Discloser; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) is disclosed to Recipient by a third party who is not known by Recipient to be bound by a confidentiality agreement or other obligation of nondisclosure to Discloser. Recipient (or its Representatives) may make disclosures required by applicable law, self-regulatory process, regulation, or by court order, provided that Recipient gives Discloser reasonable prior written notice of such disclosure and shall cooperate with Discloser to obtain confidential treatment, a protective order or similar protection. In the event Recipient (or its Representatives) shall have complied fully with the foregoing sentence, such disclosure may be made by Recipient (or its Representatives) without any liability hereunder.

4. Restrictions. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; and (ii) limit disclosure of Confidential Information to its directors, officers, employees, agents, contractors and advisors (including, without limitation, financial advisors, attorneys,

accountants, and financing sources) with a need to know who are aware of the terms of this Agreement (such individuals or entities being, solely to the extent they actually receive Confidential Information, "Representatives").

Neither party will disclose to the other party, or use or induce the other party to use, any proprietary information or trade secrets of any third parties. Each party further agrees that it will not bring onto the premises of the other party any unpublished document or proprietary information belonging to any such third party unless consented to in writing by such third party.

Recipient may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software disclosed pursuant to this Agreement.

The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Discloser acknowledges that Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Recipient will not develop, or have developed for it, products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Discloser's Confidential Information provided that Recipient does not violate any of its obligations under this Agreement in connection with such development. Further, notwithstanding anything else herein to the contrary, either party shall be free to use for any purpose any residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. **Return of Materials.** Immediately upon receipt of Discloser's written instructions, Recipient will cease using and return or destroy all documents (electronic as well as hard copy) and other tangible objects containing or representing Confidential Information, and all copies thereof which are in the possession of Recipient. Upon request, Recipient shall promptly confirm in writing, or provide Discloser with written certification that all such documents and tangible objects have been destroyed. Notwithstanding the foregoing, (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered, and (ii) one copy of any item of written Confidential Information may be retained in order to comply with bona-fide, internal record retention policies.

7. **Ownership; No Rights Granted; Warranty.** All Confidential Information disclosed hereunder (and tangible materials containing Confidential Information) shall remain the property of Discloser. Nothing in this Agreement is intended to grant to Recipient any rights under any patent or copyright of Discloser. Discloser hereby represents and warrants that Discloser may rightfully disclose or make available Confidential Information to Recipient without the violation of any contractual, legal, fiduciary or other obligation to any person, and Discloser shall indemnify and hold harmless in full Recipient against any and all damages, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees) incurred by Recipient in connection with the breach of such representation and warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY.

8. Term. This Agreement shall govern disclosures between the parties for two (2) years after the Effective Date. Recipient shall protect Confidential Information, in the manner provided herein, for two (2) years after receipt thereof, unless such obligation ceases earlier pursuant to Section 3 above.

9. Remedies. Each party agrees that any violation or threatened violation of this Agreement will cause immediate and irreparable injury to the other party, entitling the other party to seek equitable relief, in addition to any other available right or remedy, without the necessity of proving actual damages and without the necessity of posting a bond or other security. Notwithstanding anything to the contrary elsewhere herein, neither party shall be liable for any incidental, indirect, special, remote, exemplary, punitive or consequential damages, including but not limited to loss of revenue or profits, arising from or caused, directly or indirectly, by any failure to comply with this Agreement.

10. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable costs and attorneys' fees. This Agreement constitutes the entire understanding, express or implied, oral or written, between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, discussions and understandings, express or implied, oral or written, between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied, with respect to trade secret or proprietary information of the other party except as set forth herein. This Agreement does not create any agency, partnership or business relationship between the parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or electronic signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the respective dates indicated below.

SUMO LOGIC, INC.

Sumo Logic, Inc.
305 Main Street
Redwood City, CA 94063
Attn: General Counsel

COMPANY

Company Name

Address: _____

Attn: _____

Signature

Name

Title

Date

Signature

Name

Title

Date