



**FIREEYE, INC.'S
MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (this "Agreement") is made and entered into as of _____, between FireEye, Inc., a Delaware corporation located at 1440 McCarthy Boulevard, Milpitas, CA, 95035, including its wholly owned subsidiaries, ("FireEye"), and _____, a _____ corporation located at _____ (the "Company").

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. CONFIDENTIAL INFORMATION. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information ("Recipient"). Confidential information includes, but is not limited to, technical, business, financial, customer, design, pricing, research, know-how, product development, and third party confidential plans and information, as well as source and object code. All test results, information, data and the like with respect to FireEye's products, whether generated by the Company, FireEye or a third party, shall be considered FireEye's Confidential Information. The terms and conditions of this Agreement, the nature of the discussions and the relationship between the parties, and the terms of any commercial transaction between the parties shall be considered Confidential Information.

2. MAINTENANCE OF CONFIDENTIALITY. 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; (ii) limit disclosure to those person's within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with and obtain all U.S. export control laws or regulations. Confidential Information shall not be reproduced in any form except as required to accomplish the purposes and intent of this Agreement. Any reproduction of Confidential Information shall be the property of Discloser and shall contain any and all notices of confidentiality contained on the original.

3. EXCEPTIONS. The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by a third party and Recipient rightfully obtains from a third party. Recipient may make disclosures required by law or court order provided that Recipient: (i) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; (ii) has given prompt advance notice to Discloser of such required disclosure; and (iii) has allowed Discloser to participate in the proceedings.

4. 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.

5. **WARRANTY.** Discloser warrants that it has the right to disclose Confidential Information. 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.

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.

7. **OWNERSHIP.** Except as otherwise set forth herein, no license or other rights to Confidential Information or to any invention, patent, copyright, trademark or other intellectual property that may be based upon Confidential Information are granted or implied herein. All Confidential Information disclosed hereunder shall remain the property of Discloser.

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 three (3) years after receipt thereof (except for source code, which shall be kept in confidence pursuant to this Agreement in perpetuity), 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.

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. Any action or proceeding arising from or relating to this Agreement must be resolved exclusively in U.S. federal court in the Northern District of California or in the state courts of Santa Clara County, California. 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. FireEye, Inc. is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

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

FIREEYE, INC.

COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date