

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is entered into and made effective as of the last date signed below (the "Effective Date") by and between Bluebeam, Inc. ("Bluebeam"), a Delaware corporation, with its principal place of business located at 55 South Lake Avenue, Suite 260, Pasadena, California 91101 and the undersigned (the "Company"). Bluebeam and Company are collectively referred to as the "Parties" and individually referred to as a "Party". A Party disclosing Confidential Information pursuant to this Agreement is referred to herein as a "Disclosing Party" and a Party receiving Confidential Information pursuant to this Agreement is referred to herein as a "Recipient." The Parties acknowledge that, by reason of their business relationship, they may receive and/or have access to information and materials concerning the other Party's business, plans, products and technical data that is confidential and of substantial value to the Disclosing Party that would be impaired if the information were disclosed to third parties. Accordingly, for the protection of such confidential information, the Parties agree as follows:

1. Purpose.

Bluebeam and Company intend to make Confidential Information available to each other for the sole purpose of engaging in discussions in contemplation or furtherance of a business relationship (the "Purpose").

2. Confidential Information.

"Confidential Information" means technical, business, financial, contractual terms and conditions and other information, including, without limitation, all non-public, data, materials, products, technology, specifications, trade secrets, techniques, inventions, know-how, processes, algorithms, business plans, software programs, software source documents, functional requirements, design details and specifications, marketing plans, business plans, financial information, and other information related to current, future and proposed products and services, and associated oral, electronic, written information concerning research, experimental work, and development projects. Any oral, electronic or visual disclosure accompanying such writing will also be considered Confidential Information. Confidential Information disclosed orally or visually without an accompanying writing must be identified as confidential at the time of disclosure. Confidential Information also includes any written or recorded summary or analysis of Confidential Information prepared by Recipient.

3. Obligations of Confidentiality.

Recipient expressly agrees (a) to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect the confidentiality of the Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential information and materials of a similar nature); (b) to refrain from using the Confidential Information other than in furtherance of the Purpose or as otherwise authorized in writing by the Disclosing Party; (c) that it will not disclose, publish or otherwise reveal any Confidential Information (including any extract or portion thereof) to any other person, party or entity whatsoever except employees of Recipient with a

bona fide need-to-know who are instructed and agree not to disclose the Confidential Information and not to use the Confidential Information except as authorized herein; (d) not to copy, alter, decompile, disassemble, reverse engineer or otherwise modify the Confidential Information or attempt to learn the source code of any software that may be disclosed pursuant to this Agreement; (e) to have appropriate written agreements with all employees sufficient to comply with the provisions of this Agreement; (f) not to utilize the Confidential Information to develop, modify or update a product or service that competes with the Disclosing Party's products or services or to assist a third party in developing, modifying or updating a product or service that competes with the Disclosing Party's products or services; and (g) to make reasonable efforts not to mingle the Disclosing Party's Confidential Information with any information of Recipient, however, any such mingling shall not affect the confidential nature or ownership of the same as stated hereunder.

4. **Disclosure to Affiliates.** Notwithstanding the obligations set forth in Section 3, either Party may disclose Confidential Information to or via an Affiliate, provided that the Party making any such disclosure shall, prior to such disclosure, ensure each Affiliate to which Confidential Information is to be disclosed is made aware of the obligations contained in this Agreement and agrees to be subject to confidentiality obligations no less onerous than those contained in this Agreement. Any breaches of the obligations of confidentiality contained in this Agreement by such Affiliate shall be treated as a breach of such obligations by the Party making the disclosure to the Affiliate. As used herein, "Affiliate" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with either Party. "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

5. Exclusions.

The obligations of confidentiality set forth in Section 3 shall not apply with respect to any information that Recipient can document (a) is or becomes available to the public without breach of this Agreement by Recipient; (b) is or was rightfully received by Recipient without obligations of confidentiality; (c) is independently developed without use of any of the Disclosing Party's Confidential Information by Recipient or employees of Recipient who have had no access to any of the Disclosing Party's Confidential Information; or (d) is requested by law or court or other governmental order; provided that prior to any disclosure Recipient shall first (i) assert the confidential nature of the Confidential Information to the court or agency, (ii) immediately notify the Disclosing Party in writing of the court or agency's order or request to disclose, and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting is confidentiality.

6. Ownership and Representations.

The parties agree that the Confidential Information is, and shall remain, the property of the Disclosing Party. The Disclosing Party represents to Recipient that at the time of disclosure Disclosing Party has the right to disclose the Confidential Information and that such disclosure does not violate the rights of any third party. Neither party makes any warranty, express or implied, as to any Confidential Information that it may provide hereunder, including without limitation, as to the accuracy of the Confidential Information.

7. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

8. Export Regulations.

Neither Party shall export, directly or indirectly, or re-export (within the meaning of the U.S. or other export control laws and regulations) any Confidential Information, including any extract or portion thereof, to any country for which the United States government or any applicable foreign government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license for approval.

9. Return of Confidential Information.

Upon the request of the Disclosing Party, Recipient shall return all Confidential Information received in written or tangible form, including any extracts and all copies or reproductions thereof, within five (5) days of such request. At the Disclosing Party's option, any documents or other media containing Confidential Information may

be destroyed by Recipient and not returned to the Disclosing Party. In such cases, Recipient shall provide the Disclosing Party with a written certificate of destruction signed by an officer of Recipient within five (5) days of the Disclosing Party's request to return or destroy Confidential Information.

10. Term.

This Agreement applies to disclosures made during the five (5) year period commencing on the Effective Date, unless terminated earlier as provided herein. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, the terms of this Agreement will remain in effect with respect to any particular Confidential Information until Recipient can document that such Confidential Information falls into one of the exclusions set forth in Section 5 below. The confidentiality obligations set forth herein shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between the Parties, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

11. No Obligation to Proceed.

The Parties understand and agree that nothing herein requires the disclosure of any Confidential Information or requires either Party to proceed with any transaction or relationship.

12. Advertising and Publicity.

The Parties agree not to disclose the existence or terms and conditions of this Agreement. Neither Party may use the other Party's name, and/or make any reference to the other Party, for advertising, sales promotions, nor publicity purposes without the prior written consent of the other Party.

13. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California without regard to the conflicts of law provisions thereof. The Parties consent to the exclusive personal and subject matter jurisdiction and venue of the state and federal courts located in the County of Los Angeles, State of California. The Parties acknowledge and agree that due to the unique nature of the Confidential Information there can be no adequate remedy at law for any breach or alleged breach of this Agreement and that any breach will result in irreparable harm to the Disclosing Party. Accordingly, Recipient agrees that in the event of any breach or threatened breach by Recipient, Disclosing Party may obtain, in addition to any

other legal remedies that may be available, such as equitable relief as may be necessary to protect the Disclosing Party against any such breach or threatened breach.

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Notices.

Any notice or other communication required by this Agreement shall be in writing and sent to the Parties at their respective addresses set forth below (or at such other address as a Party may specify by notice made pursuant to the terms hereof). Notices will be considered given and received (i) on the date of actual delivery if delivered personally or by overnight courier; (ii) five (5) days from the date of postmark if by certified first class mail return receipt requested; or (iii) the date an email is sent unless the actual date sent is a Saturday or Sunday (based on the receiving Party's time zone) then the next business day shall be considered the date of delivery.

To Bluebeam: Bluebeam, Inc., Attn: Legal Department, 3232 McKinney Ave., #900, Dallas, Texas 75204 USA, Tel: 626-788-4100, Email: legal@bluebeam.com.

To Recipient: To the name and address set forth in the signature block below.

16. No Implied waiver.

Either Party's failure to insist in any one or more instances upon strict performance by the other Party of any of the terms of this Agreement shall *not* be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

17. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit electronic signatures of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

Bluebeam, Inc.

**Company: San Bernardino County
Department of Public Health**

Signed by an Authorized Representative

Signed by an Authorized Representative

Name: Mary Santoro

Name: Dawn Rowe

Title: Chief Revenue Officer

Title: Chair, Board of Supervisors

Date: _____

Date: _____

Physical/Mailing Address: 451 East Vanderbilt Way
San Bernardino, CA 92408

Approved by: _____

Individual Corporation
 Limited Liability Company Partnership

State and/or Country of Formation: California

Email Address for Notices: FAS.DPH@dph.sbcounty.gov

Legal approved as to form: