

RAPID7 MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement"), effective as of the date of the last signature below (the "Effective Date"), is made by and between Rapid7, Inc., a Delaware corporation with a principal place of business at 120 Causeway Street, Suite 400, Boston, MA, 02114 ("Rapid7") and the company signing this Agreement ("Company"). The parties agree to be bound by the following terms and conditions concerning a potential or existing business relationship ("Purpose").

1. Confidential Information. "Confidential Information" means information that the Disclosing Party (as defined herein) considers to be proprietary and/or confidential, which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, strategic and development plans, business plans, market reports, business activities and operations, reports, studies and other technical, financial and business information, including information concerning the Disclosing Party's employees and strategic partners ("Confidential Information"). The party disclosing Confidential Information shall be referred to herein as the "Disclosing Party" and the party receiving such information shall be referred to as the "Receiving Party."

2. Exceptions. Confidential Information does not include information that the Receiving Party can show: (i) was in the Receiving Party's possession on a non-confidential basis prior to disclosure by the Disclosing Party; (ii) was or became a part of the public domain without breach of this Agreement by the Receiving Party; (iii) was disclosed to the Receiving Party from a third party without an obligation of confidentiality; or (iv) was independently developed by the Receiving Party without the use of the Confidential Information.

3. Non-disclosure Obligations. The Receiving party shall: (i) only use Confidential Information for the Purpose; (ii) use reasonable care to protect the Confidential Information against unauthorized use, publication or disclosure, and in no event less than the same degree of care as it would employ with respect to its own Confidential Information; (iii) restrict access to the Confidential Information to those employees and agents who have a need to know such information to carry out the Purpose and who are bound by a duty of confidentiality no less protective of the Disclosing Party's Confidential Information than this Agreement; and (iv) not cause or permit reverse engineering of any Confidential Information or recompilation or disassembly of any products which are part of the Confidential Information received by it under this Agreement.

4. Required Disclosure. The Receiving Party may disclose Confidential Information if required by law, provided the Receiving Party uses diligent efforts to minimize disclosure, notifies the Disclosing Party prior to such disclosure (if legally permitted), and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest such disclosure.

5. Ownership; Disclaimer. All Confidential Information provided under this Agreement shall remain the sole property of the Disclosing Party. Neither party acquires any intellectual property or other right under this Agreement, except as set forth herein. All Confidential Information and materials furnished hereunder are provided "as is," and Disclosing Party shall have no liability for Receiving Party's use thereof.

6. Return of Information. Upon the Disclosing Party's Request, the Receiving Party will promptly deliver to the Disclosing Party or destroy

all Confidential Information, except that the Receiving Party may retain one copy of the Confidential Information to the extent necessary to comply with its legal obligations, and provided that any such copy shall remain subject to the terms and conditions of this Agreement.

7. Applicable Law. The Receiving Party shall comply with all applicable laws and regulations in relation to any Confidential Information received from the Disclosing Party.

8. Remedies. The parties acknowledge that a disclosure in violation of this agreement may cause irreparable harm and agree that either party may seek equitable relief in addition to other remedies available at law or in equity.

9. Independent Development. Notwithstanding anything herein to the contrary, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the Receiving Party to independently design, develop, acquire, market, service, or otherwise deal in, directly or indirectly, products or services competitive with those of the Disclosing Party, provided that the Receiving Party has not violated its obligations under this Agreement in connection with such development.

10. Term and Termination. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue until terminated by either party upon written notice. Confidential Information disclosed during such discussions shall be protected from disclosure under the terms of this Agreement for a period of 3 years from the date of disclosure, except that Confidential Information that constitutes a trade secret or personal information will continue to be protected under the terms of this Agreement for so long as such information remains a trade secret under applicable law.

11. Miscellaneous. (a) This Agreement binds and inures to the benefit of the parties and their successors and assigns; (b) this Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Texas, excluding its choice of law provisions, and each party consents and submits to the jurisdiction and forum of the state courts in Hidalgo County, in the State of Texas for all questions and controversies arising out of this Agreement; (c) this Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof; (d) this Agreement may not be modified except by a writing signed by both parties; (e) should any provision of this agreement be found unenforceable, the remainder shall still be in effect; (f) this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns; (g) any failure to enforce any provision of this Agreement will not constitute a waiver of that provision; and (h) this Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date set forth below.

Company: _____

Rapid7

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address: _____

