

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is effective as of the 15 day of March , 2015 ("Effective Date") by and between:

_____, a Delaware limited liability company with offices located at _____, CA 92102 (hereinafter "_____" and **QUAKE GLOBAL, INC.**, with offices located at 4933 Paramount Drive, San Diego, CA 92123 and jointly with _____, referred to as the "Parties" or singly as a "Party").

WHEREAS the Parties desire to engage in discussions with respect to evaluation of feasibility of initiating a Sicon based chipset development program (the "Identified Purpose") which discussions may require the exchange of certain proprietary or business sensitive information, data, and documents;

NOW THEREFORE, the Parties hereby agree as follows:

1. **Identification and Marking of Protected Information.** "Protected Information" is defined as information which (a) the Disclosing Party at the time of disclosure (or, in the case of oral or visual disclosure, within thirty (30) days after such oral or visual disclosure), identifies in writing to the Receiving Party as Proprietary or Business Sensitive information by means of a conspicuous legend, marking, stamp or other positive written notice or (b) a reasonable business person would understand to be inherently proprietary or business sensitive, including, without limitation, any and all (i) patent and patent applications, (ii) trade secret, and (iii) proprietary information—ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party provides regarding third parties. If the Identified Purpose of this Agreement is to develop a proposal or other written work product in response to a request from a U.S. Government customer, Receiving Party agrees to mark Disclosing Party's Protected Information in accordance with FAR 52.215-1(e), the U.S. Trade Secrets, or other restrictive marking required by applicable federal law or regulation.
2. **Period of Performance and Continuing Obligations.** This Agreement shall have a term of twelve (12) months from the Effective Date hereof and may be extended only by written mutual agreement of the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement by giving the other Party thirty (30) days prior written notice. Except for source code or technical information relating to the Communications System (which term includes constellation of low-earth orbiting (LEO) satellites, the ground network and Iridium communication equipment) and/or the Iridium NEXT program (which shall be protected in perpetuity), the Receiving Party's obligations hereunder will survive termination of this Agreement for a period of ten (10) years from the termination or expiration of this Agreement and will be binding upon the Receiving Party's heirs, successors, and assigns
3. **Obligations of the Receiving Party.** Protected Information disclosed hereunder may only be used for efforts and activities as may be necessary or desirable for the purpose of facilitating discussions on matters between the Parties with respect to the Identified Purpose set forth above. In addition to the duties imposed by criminal and civil statutes, including applicable

state trade secrets laws, federal patent and copyright law, Receiving Party shall preserve and protect Disclosing Party's Protected Information from any unauthorized use, disclosure, or theft with at least the same level of care and discretion that is used to protect its own trade secrets or other proprietary information. The Parties agree that, in any event, such care shall not be less than reasonable care. The Receiving Party also agrees to restrict access to only employees of the Receiving Party who directly participate in the activities covered by this Agreement. The Parties agree that the Protected Information may be shared with Receiving Party's independent consultants and subcontractors ("Authorized Representatives") who (i) have a legitimate business need to know such information and (ii) have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. If information is shared with such Authorized Representatives, the Receiving Party understands and agrees that it shall be jointly and severally liable for any breach of the confidentiality obligations Authorized Representatives. Upon termination of this Agreement, each Party will, within a reasonable period of time after written request from the other Party, return all Protected Information received from such Party and copies made thereof by the Receiving Party under this Agreement, or certify by written memorandum that all such Protected Information has been destroyed in a confidential manner except that each Party may retain an archived copy to be used only in case of a dispute arising under this Agreement.

4. **Compliance with Laws/Export Control.** In performing any activities reasonably related to this Agreement, both Parties shall comply with all applicable provisions of federal, state, and local laws, rules, executive orders, and regulations in effect at the time of such activities, including but not limited to all applicable federal export control laws and regulations. Neither Party shall export, directly or indirectly, any Protected Information disclosed under this Agreement to any country which the U.S. Government at the time of export requires an export license or other Government approval without first obtaining such license or approval. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such Protected Information.
5. **Information Outside the Scope of Agreement.** The obligation to protect Protected Information, and the liability for unauthorized disclosure or use of Protected Information, shall not apply with respect to such information which is:
 - i) now available or becomes available to the public without breach of this Agreement;
 - ii) lawfully received without restrictions from other sources;
 - iii) known to the Receiving Party prior to disclosure without restrictions from other sources;
 - iv) published or disclosed by the Disclosing Party to others without restriction;
 - v) developed by the Receiving Party independent of and without use of the information disclosed by the Disclosing Party;
 - vi) information for which further use or disclosure by the Receiving Party is authorized in writing by the Disclosing Party; or
 - vii) information that is required to be disclosed by a subpoena, court order, or other demand by a cognizant federal, state or municipal government entity, provided however, that Receiving Party shall first give Disclosing Party notice of the request for disclosure (if permitted by law to do so) and provide reasonable assistance to Disclosing Party to oppose and/or limit the release of the information, at Disclosing Party's expense.
6. **Accidental or Inadvertent Disclosure.** The Parties agree that Receiving Party shall not be in violation of this Agreement if Disclosing Party's Protected Information is accidentally or inadvertently disclosed to a third party provided Receiving Party (i) immediately informs Disclosing

Party of the accidental or inadvertent disclosure, (ii) uses all reasonable efforts to have the accidentally or inadvertently disclosed information returned or destroyed, and (iii) informs Disclosing Party in writing what steps it will take going forward to ensure that such accidental or inadvertent disclosure does not happen in the future.

7. **Legal Rights to Protected Information.** Each Party warrants that it has the right to disclose Protected Information to the other under this Agreement. Except as expressly provided herein neither the execution and delivery of this Agreement, nor the furnishing of any Protected Information shall be construed as granting either expressly or by implication, estoppel or otherwise, any license under any invention, improvement, discovery or patent now or hereafter owned or controlled by a Party disclosing Protected Information hereunder. Furthermore, neither Party shall reverse engineer, disassemble, or decompile any Protected Information provided by the other Party hereto.
8. **Relationship of the Parties.** Neither this Agreement nor the disclosure of any Protected Information hereunder shall be construed as a teaming, joint venture or other such arrangement, nor any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or require either Party to disclose any particular Confidential Information. The Parties hereto expressly agree that this Agreement is for the purpose of protecting Protected Information only.
9. **Injunctive Relief and Other Remedies.** Each Party acknowledges that if the Receiving Party breaches its nondisclosure obligations under this Agreement, the Disclosing Party will not have an adequate remedy at law. Therefore, the Disclosing Party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and obtain injunctive relief shall not limit the Disclosing Party's right to pursue other remedies. All remedies available to either Party for breach of this Agreement by the other Party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.
10. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be transferred or assigned by a Party without the prior written approval of the other Party hereto. Such consent will not be unreasonably withheld.
11. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the law of the Commonwealth of Virginia, U.S.A., excluding its principles for choice of laws and any claims or disputes under this Agreement shall be heard and resolved by a court of competent jurisdiction in the Commonwealth of Virginia.
12. **Severability.** If any provision of this Agreement is held to be illegal or unenforceable by any forum or court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.
13. **Waiver.** The failure of either Party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition.
14. **Entire Agreement.** This Agreement contains the entire understanding between the Parties relative to the protection of Protected Information and supersedes all prior and collateral communication, reports, and understanding between the Parties in respect thereto. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

QUAKE GLOBAL, INC.

By: 
Printed Name: _____
Title: Associate Director, Sales Contracts
Date: March 20, 2015

By: 
Printed Name: DARRIN E. CALIN
Title: Vice President of Operations
Date: 3-18-2015