**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“Agreement”) is made and entered into as of the date signed below (“Effective Date”) between Drakes Bay Company LLC, a Delaware limited liability company having a place of business at 65 Ardmore Road, Larkspur, CA 94939 (“DBC”) and the company signing below (“Company”).

1. **“Confidential Information”** means all information disclosed by one party to the other related to a patent portfolio (including patent purchase terms, claim charts, and patent purchase agreements) and any other confidential, proprietary or trade secret information, whether of a technical, business or other nature, including, without limitation, information relating to business plans, finances, marketing plans, strategies, technologies, software, databases, mailing lists, products, services, designs, methodologies, processes, customers, prospects, and other information about the business or operations of either party and their respective clients. Confidential Information shall also be deemed to include any analyses, compilations, forecasts, studies or other documents prepared by the receiving party or its representatives to the extent they contain, reflect or are based upon any information of the disclosing party referred to in the foregoing sentence. The existence and terms of this Agreement and the fact that DBC or its representatives have had discussions with Company or its representatives regarding patent matters or that such discussions may take place may not be disclosed by a party without the other party’s prior written consent and shall be deemed Confidential Information of the parties.

2. **Maintenance of Confidentiality.** The receiving party will: (a) hold the disclosing party’s Confidential Information in confidence as it does its own confidential information; (b) restrict disclosure of such Confidential Information to those of its employees, agents, contractors, and clients with a need to know such information and who are obligated per a written agreement to protect Confidential Information; (c) use such Confidential Information only for the purposes of evaluating and possibly entering into a business transaction.

3. **Exceptions.** The restrictions in Section 2 do not apply to Confidential Information to the extent it (a) was in the public domain at the time of disclosure; (b) became publicly available after disclosure to the receiving party without breach of this Agreement; (c) was lawfully received by the receiving party from a third party not having an obligation of confidentiality; (d) was known to the receiving party, its employees or agents prior to its receipt from the disclosing party; or (e) was independently developed or obtained by the receiving party without breach of this Agreement. The receiving party may make disclosures required by a court order or law provided that the receiving party promptly notifies the disclosing party, and assists the disclosing party in its efforts to limit disclosure and to obtain confidential treatment or a protective order.

4. **Return of Materials.** Subject to the receiving party’s compliance with any applicable laws, upon written request of the disclosing party, all copies of the disclosing party’s Confidential Information in the possession of the receiving party, its employees or agents will be either, at the receiving party’s discretion, returned to the disclosing party or promptly destroyed.

5. **No Warranties or Licenses.** Any disclosure pursuant to this Agreement is entirely voluntary on an "AS IS" basis and does not, in itself: (a) create warranties or representations of any kind; (b) create a commitment as to any transaction or prospective business relationship; (c) constitute solicitation of any business or the incurring of any obligation not specified herein; or (d) constitute a license or transfer of ownership under any intellectual property rights of the disclosing party, except for the limited right to use trade secrets as expressly provided herein. This Agreement does not create any agency, partnership or business relationship among the parties.

6. **Settlement Purposes.** The parties acknowledge that the Confidential Information, and any communications related thereto, constitute inadmissible communications pursuant to Federal Rule of Evidence 408 and all other similar statutes and rules. Such communications may only be used for the purpose defined herein, and may not be used by any party for any other purpose, including, without limitation, (i) any use to support a declaratory judgment action, (ii) any use to support an allegation of infringement, or (iii) as notice of patent infringement, willfulness, inequitable conduct or any other purpose.

7. **Restricted Information.** To facilitate the evaluation of a possible transaction, DBC or its representatives may prepare and disclose Restricted Information. Company acknowledges and agrees that a disclosure of Restricted Information made under this Agreement by DBC is not intended to be, and shall not be construed as being, actual or constructive notice of infringement under Section 287 of the U.S. Patent Code or under any other applicable patent laws. “Restricted Information” means Confidential Information received from, or communicated by, DBC relevant to a patent or patent application; patent relevance mappings; summaries, characterizations, and analyses of patents or patent applications; patent rights ownership and/or acquisition information; and responses to patent relevance mappings.

8. **Term.** The term of this Agreement shall govern all communications between the parties relating to Confidential Information that are made during a one (1) year period commencing on the Effective Date unless earlier terminated by either party by providing ten (10) days written notice to the other party. The receiving party’s right to use the disclosing party’s Confidential Information shall automatically expire upon termination of the Agreement. The receiving party’s obligations under paragraph 2 respecting Confidential Information shall survive for a period of three (3) years following the date of its disclosure or until such time as the Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever comes first.

9. **Miscellaneous.** This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be delegated, assigned or modified except by the written agreement of both parties. This Agreement will be governed by and construed using Delaware law, without giving effect to Delaware conflict of law provisions or to constructive presumptions favoring either party. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the Superior Court of the State of Delaware and the parties irrevocably consent to such jurisdiction. All notices, requests and other communications called for by this Agreement will be in writing and will be delivered by personal delivery or commercial overnight courier to the receiving party’s physical address set forth in this Agreement. Notice will be the date of personal delivery or the date of delivery by courier (as indicated on the courier’s records). This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will comprise but a single instrument. A signature delivered by facsimile, electronically in a scanned email, or through other electronic means will be deemed to be an original. Receiving party agrees to comply with all export control laws, rules and regulations of the United States and any other applicable jurisdiction(s). Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

10. **Third-Party Beneficiary.** Core Audience, Inc. is an express third-party beneficiary of this Agreement, and shall be entitled to enforce all of the rights of DBC in this Agreement for its own benefit.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last signed below.

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| **Drakes Bay Company LLC** |  | **COMPANY** |
|  |  |  |
| Signature |  | Signature | |
|  |  |  | |
| Printed Name and Title |  | Printed Name and Title of Authorized Signer | |
|  |  |  | |
| Date |  | Date | |
|  |  |  | |
|  |  | Corporate Name | |
|  |  |  | |
|  |  | Address | |