

MUTUAL NON-DISCLOSURE AGREEMENT

12/14/2016 ("Effective Date")

File No: 00225981.0

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date, between **Motorola Solutions, Inc.** ("Motorola") with offices at 500 West Monroe Street, Chicago, Illinois, 60661, United States and **360fly, Inc.** with offices at 1975 E Sunrise Blvd., Suite 400, Ft. Lauderdale, Florida, 33304. Each party and its Affiliates are a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. "Affiliate" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of a party or any of its wholly-owned subsidiaries, the parent company of a party, or a wholly-owned subsidiary of the parent company.

1. Confidential Information is defined as any and all information consistent with the Purpose described below that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by Discloser to Recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed solely orally must be identified as confidential at the time of disclosure and confirmed by the Discloser by submitting a written document to the Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. CONFIDENTIAL INFORMATION IS DISCLOSED FOR EVALUATION ONLY.

Purpose for Disclosure: Discuss a potential business relationship between the parties relating to the design, development, and supply of video solutions and capabilities. (the "Purpose").

Type of Confidential Information to be provided [no software or prototypes]: Video solutions and strategy information

2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure without an obligation of confidentiality; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

3. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

4. During the term of this Agreement and for a period of 5 Years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure

of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information in connection with the Purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information for evaluation in connection with the Purpose.

5. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to further the Purpose. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. However, Discloser makes no other representation or warranty of any kind with respect to the Confidential Information.

6. This Agreement commences on the Effective Date and continues for a period of 1 year(s). Either party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party. Recipient's obligations regarding Confidential Information as stated in paragraphs 3 and 4 will survive the expiration or termination of this Agreement.

7. Recipient will not transfer, directly or indirectly, any product, technical data or software furnished hereunder or the direct product of such technical data or software to any country for which the United States or any other applicable government requires an export license or other governmental approval without first obtaining such license or approval.

8. Except as otherwise provided in this section, neither party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written approval of the other party, which will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary approval will be void. Notwithstanding the foregoing, for any acquisition, merger, consolidation, reorganization, change of control, or similar transaction, or any spin-off, divestiture, or other separation of a party's business, the party may, without the prior written consent of the other party: (i) assign its rights and obligations under this Agreement, in whole or in part, or (ii) split and assign its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both the party and the assignee entity(ies) (and their respective Affiliates) following the split.

9. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the parties. Any understanding between the parties beyond evaluation of the Purpose made the subject of this Agreement will be set forth in a separate written agreement containing appropriate terms and conditions.

10. This Agreement will be governed by and construed in accordance with the laws of Illinois.

11. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: Russell Lund
Name: Russell Lund
Title: VP Engineering
Date: Dec 19, 2016

360Fly Incorporated

By: Julio Abdala
Name: Julio Abdala
Title: VP Engineering
Date: Dec 19, 2016

360Fly-NDA-2016-12-14

Adobe Sign Document History

12/19/2016

NOTICE, NONDISCLOSURE AGREEMENT
360Fly-NDA-2016-12-14

This document is a Non-Disclosure Agreement ("NDA") between you and 360Fly. It is intended to protect the confidential information that you may disclose to 360Fly in connection with your use of 360Fly's services. This NDA is governed by the laws of the State of California. If you are a resident of a state other than California, this NDA shall be governed by the laws of that state. This NDA shall be enforceable in any court of competent jurisdiction. If you have any questions about this NDA, please contact 360Fly at 360fly.com. This NDA is a legal document and should be read carefully. It is not intended to be a contract and does not create any legal relationship between you and 360Fly. It is only intended to protect the confidential information that you may disclose to 360Fly in connection with your use of 360Fly's services. This NDA is a legal document and should be read carefully. It is not intended to be a contract and does not create any legal relationship between you and 360Fly. It is only intended to protect the confidential information that you may disclose to 360Fly in connection with your use of 360Fly's services.

Created:	12/16/2016
By:	Karina Castillo (kvdp78@motorolasolutions.com)
Status:	Signed
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-  Document created by Karina Castillo (kvdp78@motorolasolutions.com)
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