

**Motorola Mobility LLC
Advanced Technology & Projects**

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is between Motorola Mobility LLC, for itself and its subsidiaries and affiliates, and the undersigned.

In order to facilitate technical discussions concerning existing or future product and technology development efforts by the parties (the "Purpose"), the parties agree as follows:

1. This Agreement is effective as of the date of the last signature hereto. The obligations imposed on the parties under this Agreement will terminate two (2) years after the Effective Date.

2. A party ("Discloser") may disclose to the other party ("Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information").

3. Recipient may use Discloser's Confidential Information only for the Purpose, and agrees not to disclose the same to third parties. Recipient must use a reasonable degree of care to protect Discloser's Confidential Information and to prevent any unauthorized use or disclosure of Discloser's Confidential Information. Recipient may share Discloser's Confidential Information with its employees, directors, agents, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential under terms at least as restrictive as those contained herein.

4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.

5. Discloser may disclose certain trade secret information to Recipient under this agreement, which information will be identified as being Discloser's trade secret or equivalent. Recipient acknowledges and agrees: (i) that such information is trade secret as defined in the Uniform Trade Secret Act; (ii) has substantial independent economic value to Discloser; and (iii) that Discloser has taken reasonable steps to protect its disclosure to the public.

6. This Agreement imposes no obligation to proceed with any business transaction. No party acquires any intellectual property rights under this Agreement except for the limited rights necessary to use the Confidential Information for the Purpose.

7. Each party recognizes that the other party may, in the future, develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this Agreement. Accordingly, Recipient may use Residuals (as defined herein) for any purpose, including use in the acquisition, development, manufacture, promotion, sale, or maintenance of products and services; provided, that this right to Residuals does not represent a license under any intellectual property and/or proprietary rights of Discloser. The term "Residuals" means information that is retained in the unaided memories of Recipient's employees or contractors as permitted herein that have had access to Discloser's

Confidential Information. Memory is unaided if the employee or contractor has not intentionally memorized Discloser's Confidential Information for the purpose of retaining and subsequently using or disclosing it.

8. This Agreement does not create any agency or partnership relationship. This Agreement is not assignable or transferable by either party without the prior written consent of the other party.

9. This Agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of the provisions of this Agreement will not constitute a waiver.

10. This Agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this Agreement will be Santa Clara County, California.

By executing this Agreement, each party represents and warrants that it has the authority to bind itself to these terms and conditions.

Motorola Mobility LLC

Company Name: SpeakerBlast, DBA Sleep.FM, LLC

By: 

By: 

Name: Kaigham J. Gabriel

Name: Ryan Spahn

Title: CVP, Deputy ATAP

Title: Chief Executive Officer

Date: April 24, 2013

Date: April 23, 2013

Address for Notices:

1000 Enterprise Way
Sunnyvale, CA 94089
United States of America
Attention: Director, ATAP

Address for Notices:

728 Old Joppa Rd.
Joppa, MD 21085
United States Of America
Attention: Ryan Spahn