

EXHIBIT D

FORM OF NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“AGREEMENT”) is effective as of the ___ day of _____, 2010 by and between Motorola, Inc., a Delaware corporation with offices located at 1303 East Algonquin Road, Schaumburg, Illinois 60196 (hereafter “MOTOROLA”), and Iridium Satellite LLC, A Delaware limited liability company with principal offices located at 1750 Tysons Boulevard, Suite 1400, McLean, Virginia 22102 (hereafter “IRIDIUM”).

A. Background. The parties or their affiliates are parties to the following agreements, among others: (i) the Intellectual Property Rights Agreement, dated December 11, 2000 (“FIRST GENERATION IPR AGREEMENT”); (ii) the System Intellectual Property Rights Amendment and Agreement, dated _____, 2010 (“SYSTEM IPR AGREEMENT”); (iii) the Subscriber Equipment Technology Agreement (Design), dated September 30, 2002 (“SETA (DESIGN)”); (iv) the Subscriber Equipment Technology Agreement (Manufacturing), dated September 30, 2002 (“SETA (MFG)”); and (v) the Supplemental Subscriber Equipment Technology Amendment and Agreement, dated _____, 2010 (“SSETA”), which shall be collectively referred to as the “IP AGREEMENTS.”

B. Definition. “PROPRIETARY INFORMATION” means information disclosed by either party (“DISCLOSING PARTY”) to or otherwise received by the other party (“RECIPIENT”) pursuant to any of the IP AGREEMENTS that the DISCLOSING PARTY at the time of disclosure identifies in writing as confidential and/or proprietary by means of a legend, marking, stamp or other positive written notice identifying the information to be confidential and/or proprietary, or information disclosed orally, visually, or by other non-written manner by the DISCLOSING PARTY to the RECIPIENT, where the RECIPIENT was informed that the information is confidential in nature, or any other information disclosed by the DISCLOSING PARTY to the RECIPIENT in any manner that the RECIPIENT should reasonably recognize as being of a confidential nature.

C. Use of Proprietary Information. PROPRIETARY INFORMATION disclosed hereunder may be used only during the term of this AGREEMENT and only for purposes set forth in or otherwise permitted by the IP AGREEMENTS. This AGREEMENT is entered into solely to provide for the treatment of PROPRIETARY INFORMATION to the extent disclosed hereunder or under the IP AGREEMENTS. Neither party has an obligation to supply PROPRIETARY INFORMATION hereunder.

D. Protection of Proprietary Information. It is agreed that for a period of ten (10) years following the termination of the IP AGREEMENT pursuant to which PROPRIETARY INFORMATION was disclosed, the RECIPIENT will use such PROPRIETARY INFORMATION only for the purpose(s) provided in Section C above and shall make reasonable efforts to preserve in confidence such PROPRIETARY INFORMATION and prevent disclosure thereof to third parties. The RECIPIENT agrees that it will use the same reasonable efforts to protect PROPRIETARY INFORMATION as are used to protect its own proprietary information, and such degree of care shall include at least the use of reasonable care. Disclosures of such information shall be restricted to those employees, contractors, customers, agents, and permitted sublicensees of the RECIPIENT who are participating in the efforts provided in Paragraph C above, who have a need to know such information, and who have been made aware of and consent to abide by restrictions at least as restrictive as those contained herein concerning the use of such PROPRIETARY INFORMATION.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITTS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

E. Exceptions. The obligation to protect PROPRIETARY INFORMATION, and the liability for unauthorized disclosure or use of PROPRIETARY INFORMATION, shall not apply with respect to such information which is:

- (i) published or otherwise is or becomes available to the public other than by breach of this AGREEMENT; or
- (ii) rightly received by the RECIPIENT hereunder from a third party without confidential limitation; or
- (iii) independently known by or independently developed by the RECIPIENT without the use of PROPRIETARY INFORMATION; or
- (iv) approved in writing by the DISCLOSING PARTY for public release by the RECIPIENT.

In addition, in the event that the RECIPIENT is required to disclose PROPRIETARY INFORMATION pursuant to any applicable law, regulation (including SEC regulations and rules), stock exchange rule or any other market or reporting system, or by legal process or pursuant to applicable professional standards, the RECIPIENT may do so provided that the RECIPIENT has, if possible, notified the DISCLOSING PARTY promptly upon learning of the possibility that disclosure could be required pursuant to any such law, regulation, or legal order and has, to the extent practicable or permitted, given the DISCLOSING PARTY a reasonable opportunity to contest or limit the scope of such required disclosure and has cooperated with the DISCLOSING PARTY toward this end.

F. Term and Termination. The term of this AGREEMENT shall coincide with the term of the last to expire or terminate of the IP AGREEMENTS. Termination of the IP AGREEMENTS shall not, however, affect the rights and obligations contained herein with respect to PROPRIETARY INFORMATION disclosed hereunder prior to termination.

G. No Transfer or License of Intellectual Property. Except as expressly provided herein, neither the execution and delivery of this AGREEMENT, nor the furnishing of any PROPRIETARY INFORMATION, shall be construed as granting either expressly or by implication, estoppel or otherwise, any ownership rights or rights by license or otherwise under any invention, improvement, discovery or patent, trade secret, know-how, work of authorship, software program, or other intellectual property now or hereafter owned or under the control of a party disclosing PROPRIETARY INFORMATION hereunder.

H. Transfer/Assignment. Except as expressly permitted in any IP AGREEMENT, this AGREEMENT and the rights and obligations hereunder may not be transferred or assigned by one party without the prior written approval of the other party hereto.

I. U.S. Laws and Regulations. Except as expressly permitted in the IP AGREEMENTS, the RECIPIENT shall not export, directly or indirectly, any PROPRIETARY 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 RECIPIENT shall first obtain the written consent of the DISCLOSING PARTY prior to submitting any request for authority to export any such PROPRIETARY INFORMATION.

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J. Applicable Law. The law of the State of Illinois, U.S.A., except for its choice of laws rules, shall govern this AGREEMENT.

K. No Formal Business Relationship. This AGREEMENT shall not be construed as a teaming, joint venture or other such arrangement; rather, the parties hereto expressly agree that this AGREEMENT is for the purpose of protecting PROPRIETARY INFORMATION only.

L. No Obligation to Support; No Representation. PROPRIETARY INFORMATION provided hereunder is provided "AS IS", without any warranty of any kind, except as expressly provided in the IP AGREEMENTS. Neither party nor their officers, directors, employees, advisors or agents make any representation or warranty as to the accuracy or completeness of any PROPRIETARY INFORMATION which may be furnished hereunder, and none of such officers, directors, employees, advisors or agents are authorized to make any such representation or warranty. Neither party nor their officers, directors, employees, advisors or agents shall have any liability to the RECIPIENT or any other person resulting from the use of the PROPRIETARY INFORMATION, or any inaccuracy or incompleteness of the PROPRIETARY INFORMATION.

M. Entire Agreement. This AGREEMENT contains the entire understanding between the parties relative to the protection of PROPRIETARY 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.

N. Binding Effect. This AGREEMENT shall be binding upon each party, its affiliates, respective employees, agents, representative, successors, and assigns.

O. Headings. Paragraph headings are included in this AGREEMENT for purposes of information and ease of use only and shall not be used in interpreting its terms.

AGREED AND ACCEPTED BY:

Motorola, Inc.

Iridium Satellite LLC

Typed Name: _____

Typed Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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