IntelePeer™

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is entered into this **28th** day of **June**, 2011 by and between **IntelePeer, Inc. a Delaware** corporation with offices at 2855 Campus Drive, San Mateo, CA 94403, ("IntelePeer"), and **Collier Technologies, LLC**, a company ~~incorporated~~ formed in **Seattle, WA**, USA having its main office at **85 Raccoon Pt. Rd., Eastsound, WA**, (the "**Company**"). IntelePeer and the Company intend to disclose certain information to each other, which may include proprietary or confidential information, in connection with possible business opportunities between the parties.

1.   The term "Confidential Information" will mean confidential and proprietary information of either Party or End Users which is designated with the legend "Confidential," or a comparable legend, in case of disclosure thereof in written, graphic, machine readable or other tangible form, or designated "Confidential" at the disclosure thereof in other form and within thirty (30) days after such disclosure set forth in writing designated "Confidential" and forwarded to the receiving Party, except for information which the receiving party can demonstrate: (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the receiving party without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by the receiving party without the use of or access to confidential or proprietary information of the disclosing party; (e) is approved for release by written authorization of the disclosing party, but only to the extent of such authorization; or (f) is required by law or regulation to be disclosed or is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such required disclosure or order, and only if the receiving party first notifies the disclosing party and permits the disclosing party to seek an appropriate protective order. The term "Confidential Information" will also include Customer Proprietary Network Information ("CPNI") defined as any information regarding either party's customers disclosed by one party to the other, whether orally, in writing, or in any other medium, by or on behalf of either party including, but not limited to, information about the quantity, technical configuration, type, destination, and amount of use of service subscribed to by either party's customers for either party's offerings, information contained in either party's customers' bills for all of either party's offerings, and as defined by Section 222(f)(1) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996. The parties agree that CPNI does not meet any of the aforementioned exceptions to Confidential Information.

2.   The terms "receiving party" and "disclosing party" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto will therefore also inure to such affiliates and may be directly enforced by or against such affiliates.

3.   With respect to any Confidential Information disclosed under this Agreement, the receiving party agrees that it will: (a) use the Confidential Information only for the purpose of evaluating potential business opportunities with the disclosing party and in furtherance of any such opportunity which the parties mutually agree to explore; (b) hold the Confidential Information in confidence, exercising a degree of care not less than the care used by such party to protect its own proprietary or confidential information; (c) restrict disclosure of the Confidential Information to employees and agents of the receiving party and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the disclosing party; (d) advise those employees and agents who access the Confidential Information of their obligations with respect thereto; and (e) copy the Confidential Information only as necessary for those employees and agents who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

4.   All Confidential Information will be deemed the property of the disclosing party and, upon request, the receiving party will return to the disclosing party all Confidential Information received in tangible form, or will destroy all such Confidential Information and certify in writing to the disclosing party that all such information has been destroyed. If either party loses or makes an unauthorized disclosure of the other party's Confidential Information, it will notify such other party immediately and use all reasonable efforts to retrieve the lost or wrongfully disclosed information.

5.   Neither this Agreement nor any discussions or disclosures hereunder will be deemed a commitment to any business relationship, contract, or future dealing with the other party, nor will either party be prevented from conducting similar discussions or performing similar work, so long as such discussions or work do not violate this Agreement.
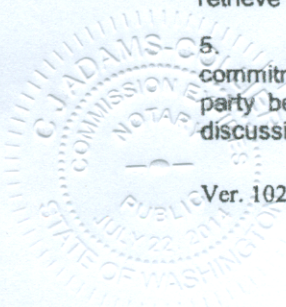
Ver. 10222010

☉IntelePeer™

6.   Each party retains the right, in its sole discretion, to determine whether to disclose its Confidential Information to the other party, and disclosure of information of any nature will not obligate the disclosing party to disclose any further information.

7.   The parties agree that an impending or existing breach of this Agreement would cause the disclosing party irreparable injury for which it would have no adequate remedy at law, and that the disclosing party will be entitled to equitable relief including immediate injunctive relief prohibiting such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or equity.

8.   No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to any Confidential Information disclosed under this Agreement or any use thereof, except that the disclosing party warrants that it has the authority to make the disclosures contemplated hereunder.

9.   This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment will relieve the receiving party of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this section will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.

10.   This Agreement will be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is unenforceable, the remaining provisions will, to the fullest extent possible, be carried into effect taking into account the general purpose and spirit of this Agreement.

11.   Any notice to be provided pursuant to this Agreement will be in writing and delivered by confirmed facsimile transmission, or by email, or by courier or overnight delivery service, or by certified mail addressed to the respective party at the address set forth at the beginning of this Agreement. Notice will be deemed given upon receipt.

12.   No amendment, modification, or waiver of the terms or provisions of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative. The waiver by either party of a breach of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

13.   This Agreement will be effective as of the date set forth at the beginning and will continue until terminated by either party upon thirty (30) days prior written notice to the other if no subsequent services agreement is executed. If the parties execute a subsequent service agreement, this Agreement will not expire or terminate until the service agreement expires or terminates, unless expressly superseded. All obligations undertaken with respect to Confidential Information disclosed pursuant to this Agreement will survive expiration or termination of this Agreement for a period of one (1) year.

14.   This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and will bind each party with respect to all Confidential Information received by it prior to the expiration of this Agreement.

The parties' assent to the terms of this Agreement is confirmed by the following signatures of their respective duly authorized representatives.

IntelePeer, Inc.

By: _____

Print Name: Andre Simone

Title: CFO

Collier Technologies, LLC

By: _____

Print Name: Hannah Adams-Collier

Title: Member

State of Washington   County of San Juan
Signed or attested before me on: 2011/06/28
by: Hannah H. Adams-Collier
Signature: C. J. Adams-Collier
Title: Notary Public
My appointment expires: 2014 / 07 / 22