



Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is entered into by and between Outdoor Wireless Networks LLC aka Andrew, a Delaware limited liability company, having its principal place of business at 2601 Telecom Parkway, Richardson, TX, and [OTHER PARTY NAME], a [STATE OR COUNTRY OF ORGANIZATION] [ENTITY TYPE], having its principal place of business at [BUSINESS ADDRESS] (together, the “**Parties**”, and each, a “**Party**”). This Agreement is made for the purpose of exploring or carrying out a potential or existing business relationship (the “**Purpose**”) between the Parties. The Parties agree as follows:

1. Confidential Information. “**Confidential Information**” means all technical, business, personal or other information that may be disclosed by a Party or/or such Party’s Affiliate (a “**Disclosing Party**”) to the other Party (a “**Receiving Party**”), conspicuously marked or identified as either proprietary, confidential or an equivalent designation or, in instances where it is difficult or impractical to mark the information, information that is disclosed under circumstances by which Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked as such, and including all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the “**Notes**”) prepared by or for the Receiving Party that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any Confidential Information. Confidential Information includes any and all information accessed by a Party from the other Party’s IT Systems, networks, servers, computers or the like.

2. Representatives. Receiving Party may only disclose the Confidential Information to its employees, agents, employees of its Affiliates and

professional advisors (“**Representatives**”) who have a need to know the Confidential Information, and who have agreed to the protect the Confidential Information from unauthorized use or disclosure. For purposes of this Agreement, with respect to a Party, “Affiliate” shall mean the Party’s wholly owned subsidiaries, parents, and other entities wholly owned by the Party’s parents.

3. Exceptions. The term “Confidential Information,” as used in this Agreement, shall not include information that: (a) is now, or hereafter becomes, generally available to the public other than because of, directly or indirectly, any violation of this Agreement by the Receiving Party or any of its Representatives; (b) is now, or hereafter becomes, available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Receiving Party by a contractual obligation to the Disclosing Party; (c) was in Receiving Party’s possession, as established by documentary evidence, before disclosure by Disclosing Party; or (d) was independently developed by the Receiving Party, as established by documentary evidence, without reference to or use of the Confidential Information. Additionally, the Receiving Party may disclose the Disclosing Party’s Confidential Information to the extent required by law or regulation provided that Receiving Party will: (i) give Disclosing Party at least twenty (20) days’ prior written notice (or such shorter period as is the maximum notice permitted under applicable law, unless prohibited by law) before making the disclosure; (ii) provide reasonable assistance to the Disclosing Party in any lawful efforts by the Disclosing Party to resist or limit the disclosure of such Confidential Information; and (iii) limit the scope of such disclosure to the minimum required by the law or regulation.

4. Receiving Party Obligations. The Receiving Party shall: (a) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to manufacture, sell, use or have made products using the Confidential Information, except as otherwise agreed by the Parties in writing.

5. Return of Confidential Information. At the Disclosing Party's written request, the Receiving Party and its Representatives shall return to the Disclosing Party, or destroy, all copies of Confidential Information, whether in written, electronic, or other form or media. The Receiving Party shall also destroy all copies of any Notes created by the Receiving Party or its Representatives. Where Confidential Information or Notes have been destroyed, the Receiving Party must certify in writing to the Disclosing Party that such records have been destroyed. The Receiving Party shall not be required to destroy or return any electronic copies of Confidential Information created pursuant to its standard electronic archival and back-up procedures. Such electronic copies shall remain subject to this Agreement.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire three (3) years after the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party. Each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for an additional period of three (3) years after the date of such expiration or termination, even after the return or destruction of Confidential Information by the Receiving Party.

7. No Representations or Warranties. Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information. Neither the Disclosing

Party nor any of its Representatives shall be liable to the Receiving Party or any of its Representatives relating to or resulting from the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom.

8. Ownership. All Confidential Information disclosed under this Agreement will remain the sole and exclusive property of the Disclosing Party. No license to any intellectual property right is granted or implied under this Agreement or by any disclosure of Confidential Information.

9. Export Control. Receiving Party agrees not to remove or export any Confidential Information or any direct product thereof, except in compliance with any applicable export control regulations.

10. Remedies. Each Party acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of law principles.

12. Notices. Any notice required or permitted by this Agreement shall be made in writing and be deemed delivered upon verification of delivery to the other Party.

13. Entire Agreement; Severability. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or

invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party, except to an Affiliate or successor in interest.

16. Waivers. A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification, or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date. This Agreement may be executed by original or electronic signature in identical counterparts, all of which together shall constitute the final agreement.

OUTDOOR WIRELESS NETWORKS LLC

By _____

Name _____

Title _____

Date _____



By _____

Name _____

Title _____

Date _____