



AIR-LYNX SAS (ATOS GROUP)
1 Avenue de l'Atlantique
91940 Les Ulis
France

FCC ID: 2A289EN4001

Product Name: Lifelink 4G Extense band 8

Request for Confidentiality

Pursuant to Sections 0.457 and 0.459 of the commissions rules, we hereby request that the following documents be held confidential:

- Schematic diagrams
- User's manual (non-consumer device – highly technical)
- Internal photos (non-consumer device – professionally installed device)
- Tune up information
- Block diagram
- Operational Description

These materials contain trade secrets and proprietary information and are not customarily released to the public. The public disclosure of this information might be harmful to the company and provide unjustified benefits to our competitors.

Moreover, internal photos have to be held confidential because non-consumer device is not accessible by the general public (device installed in Restricted Area Location) and it is only serviceable by the licensee. User's manual have to be held confidential because it is very technical and only available to designated technicians by the licensee.

Nonroutine Long-Term Confidentiality Request

Pursuant to Sections 0.457(d) and 0.459 of the Commission's rule, we hereby request that nonroutine confidential treatment of information accompanying this application as outlined below:

- User's manual
- Internal photos

The EUT is part of our product portfolio consisting exclusively of professional communication devices and periphery designed for and delivered to private mobile network operators or professional customers that can operate their own mobile networks.

These devices are generally installed by well-trained professional installers under the control of the network operators at locations, where the general public has no access; such as mounted at masts, on building roofs or locked inside telecommunication shelters/rooms serviceable only by the licensee or designated technicians. Besides, the internal part of the equipment is protected by warranty seals, to avoid unauthorized access. Only Atos technical personnel is authorized to open the seals to access the equipment.

The highly technical installation guides are only handed-out with the ordered devices to the network operator/professional installer. There is an NDA (Non-Disclosure Agreement) between us and our customer that assures that these instructions will never be made available to third parties.

The above materials contain trade secrets and proprietary information not customarily released to the public. The public disclosure of these matters might be harmful to the applicant and provide unjustified to its competitors.

The applicant understands that pursuant to rule 0.457, disclosure of this application and all accompanying documentation will not be made before the date of the grant for this application.

Date: 16th December 2021

By: Emmanuel Wensink

Function: Head of R&D and Product Development, CCS Livelink Products

Telephone: +41794597604

On behalf of: Air-Lynx SAS (ATOS group)

Signature:





NON-DISCLOSURE AGREEMENT

by and between

[Text]

and

Atos IT Solutions and Services GmbH
Siemensstraße 92
A-1210 Wien

- both hereinafter referred to as "**Party**" or "**Parties**" –

WHEREAS, the Parties to this agreement intend to engage in discussions concerning [text] ("Purpose");

WHEREAS, in the course of such activities it is anticipated that the Parties will disclose to each other certain of their proprietary information for the Purpose as set forth above, which information the Parties regard as confidential;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. Definition "Confidential Information"

For the purpose of this Agreement "Confidential Information" shall mean any information and data, including but not limited to any kind of business, commercial or technical information and data disclosed between the Parties in connection with the Purpose of this Agreement, irrespective of the medium in which such information or data is embedded, which is - when disclosed in tangible form - marked as "Confidential" or similarly by the disclosing Party before disclosing to the receiving Party or which is - when disclosed orally - identified as such prior to disclosure and summarized in writing by the disclosing Party and said summary will be given to the receiving Party within thirty (30) days of the



oral disclosure. In the case of disagreement, the receiving Party must make any objections to the contents of the summary in writing within thirty (30) days of receipt. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof.

2. Execution of Non Disclosure

All Confidential Information exchanged between the Parties pursuant to this Agreement

- a) shall be used exclusively for the Purpose of this Agreement, and the receiving Party shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose, unless otherwise expressly agreed to in writing by the disclosing Party;
- b) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own or its affiliates' employees, who have a reasonable need to know said Confidential Information and who are bound to confidentiality by their employment agreements or otherwise. Affiliate shall mean any company which controls the receiving Party, is controlled by the receiving Party or is under common control with the receiving Party where control means ownership or control, direct or indirect, of more than fifty percent (50%) of a company's voting capital or having industrial leadership over a company;
- c) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential;
- d) shall remain the property of the disclosing Party.

3. Exceptions

The obligations as per paragraph 2 shall not apply, however, to any information which:

- a) the receiving Party can demonstrate, is already in the public domain or becomes available to the public through no breach by the receiving Party of this Agreement;
- b) was in the receiving Party's possession prior to receipt from the disclosing Party as proven by its written records;
- c) has been independently developed by the receiving Party as proven by its written records;
- d) has been received from a third party without the obligation to confidentiality;
- e) is required to be disclosed by law or the rules of any governmental organization.



4. Liability for Affiliates and Advisers

Each Party is liable for infringements by his Affiliates – even when such Affiliate has ceased to be an Affiliate - and/or Advisers as for own infringements.

5. Extent of Disclosure

Nothing herein shall obligate either Party to disclose any particular information. Either Party shall have the right to refuse to accept any information under this Agreement.

6. Exclusion of Rights

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the receiving Party rights therein.

7. No Charge, no Warranties

The Parties hereto shall not be obligated to any remuneration for disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information as well as for any use thereof and that any liability or indemnification for claims of third parties in connection with the use of such information by the receiving Party shall be excluded.

8. Effective Date, Duration

This Agreement shall be effective as of the date of the last signature as written below (the "Effective Date"). This Agreement shall automatically terminate 1 (one) year from its Effective Date. The obligations accrued prior to termination as set forth herein shall survive the termination of this Agreement for a period of 3 (three) years.

9. Return, Destruction

In the case of termination of this Agreement all Confidential Information exchanged between the Parties pursuant to this Agreement shall upon respective request of the disclosing Party either be returned to the disclosing Party or be destroyed by the receiving Party. Such request shall be notified in writing by the disclosing Party to the receiving Party within 90 (ninety) days after termination of this Agreement. The receiving Party will then within 2 (two) weeks return the Confidential Information or confirm in writing the destruction to the

disclosing Party.

10. Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be the competent court for the parish of the Bezirksgericht Innere Stadt Wien (District Court Inner City Vienna, Austria).

11. Governing Law

This Agreement shall be subject to the substantive law in force in Austria without reference to its conflicts of law provisions.

12. Written Form

The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Date:

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Atos IT Solutions and Services GmbH

Date:

.....

[Text]