



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “**Agreement**”) is entered into as of the date last set forth on the signature page below (“**Effective Date**”) by and between Starry, Inc., a Delaware corporation (“**Starry**”), and _____, a _____ corporation (“**Counter Party**”). The parties wish to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to each other in connection with certain discussions, negotiations or dealings between the parties relating to a transaction between the parties (the “**Purpose**”). In consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION.

“Confidential Information” means, subject to Section 3, any and all information and material disclosed by the disclosing party (“**Discloser**”) to the receiving party (“**Recipient**”) or obtained by Recipient through inspection or observation of Discloser’s property or facilities (whether in writing, or in oral, graphic, electronic or any other form). Confidential Information, includes, without limitation, any (a) trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast of, and (b) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel, log-in or identification passwords and other information and materials of, Discloser and its employees, consultants, investors, affiliates, licensors, suppliers, vendors, customers, clients and other persons and entities.

2. NON-DISCLOSURE AND LIMITED USE.

Recipient shall hold all Confidential Information in confidence and shall not disclose any Confidential Information to any third party, other than to its employees, managers, members, affiliates, consultants, attorneys, accountants, bankers and other advisors (collectively, “**Representatives**”) who need to know such information and who agree to be bound by the terms hereof or such other restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall be responsible for any breach of this Agreement by its Representatives. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. Recipient shall not make any copies of the Confidential Information except to the extent reasonably necessary to carry out the Purpose, or unless otherwise approved in writing by Discloser. Except as required by law or as reasonably required to assert its rights hereunder, neither party shall disclose the existence or substance of the discussions between the parties or any terms of this Agreement or any related agreement between the parties (or any matters relating thereto) to any third party other than its Representatives, without the prior written consent of the other party. The obligations of this Section 2 with respect to any item of Confidential Information or any discussions or agreements between the parties shall survive any termination or expiration of this Agreement and continue for three (3) years from the date of Recipient’s receipt of such Confidential Information.

3. SCOPE.

The obligations of this Agreement, including the restrictions on disclosure and use, shall not apply with respect to any Confidential Information to the extent such Confidential Information: (a) is or becomes publicly known through no act or omission of Recipient in breach of this Agreement; (b) was rightfully known by Recipient before receipt from Discloser; (c) becomes known to Recipient without confidential or proprietary restriction from a source other than Discloser that is not known by Recipient to owe a duty of confidentiality to Discloser with respect to such Confidential Information; or (d) is independently developed by Recipient without the use of or reference to the Confidential Information of Discloser. In addition, Recipient may use or disclose Confidential Information to the extent (i) approved in writing and in advance by Discloser or (ii) Recipient is legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, Recipient shall, to the extent legally permitted and commercially practicable, give Discloser reasonable advance notice of any such disclosure to allow Discloser to seek a protective order to preserve the continued confidential treatment of the Confidential Information.

4. FEDERAL REGULATIONS.

Recipient acknowledges and understands that any technical data/technology or source code controlled by the U.S. Munitions List (“**USML**”), 22 C.F.R. § 121.1, and/or the Commerce Control List (“**CCL**”), Supplement No. 1 to 15 C.F.R. Part 774, to which the Recipient may have access or which may be disclosed to the Recipient in the course of the engagement with Discloser or visit to the Discloser’s facility is subject to the U.S. International Traffic in Arms Regulations (22 C.F.R. Parts 120–130) and/or the U.S. Export Administration Regulations (15 C.F.R. Parts 730–774). Recipient agrees and certifies that all such export-controlled technical data/technology and source code will not be exported, re-exported, transferred, or otherwise disclosed or released via any means (*e.g.*, oral disclosure, electronic transmission, visual access, facsimile

message, telephone), whether in original form, modified, or incorporated in any other form, to any foreign person or any foreign country without: (1) prior approval of the Discloser and (2) authorization from the U.S. Department of State, Directorate of Defense Trade Controls; U.S. Department of Commerce, Bureau of Industry and Security; and/or U.S. Department of the Treasury, Office of Foreign Assets Control, as required.

5. OWNERSHIP.

All Confidential Information of Discloser (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Discloser. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the express provisions of this Agreement. All rights relating to the Confidential Information that are not expressly granted hereunder to Recipient are reserved and retained by Discloser.

6. NO WARRANTY; NO AGREEMENT REGARDING PURPOSE.

Except as may be otherwise agreed to in writing, no warranties of any kind, whether express or implied, are given by Discloser with respect to any Confidential Information or any use thereof, and the Confidential Information is provided on an "AS IS" basis. Discloser hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade. Each of the parties understands and agrees that no contract or agreement relating to the Purpose exists between the parties unless and until a final definitive agreement with respect to the Purpose has been executed and delivered. Each of the parties also agrees that, unless and until a final definitive agreement regarding the Purpose has been executed and delivered, neither of the parties will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein. If the parties mutually agree to enter into or continue a business relationship or other arrangement relating to the Purpose and do not enter into a new confidentiality agreement, the terms and conditions set forth herein shall also apply to any information and/or materials related to, or activities undertaken in connection with, carrying out such business relationship or other arrangement, unless otherwise agreed to by the parties in writing.

7. TERMINATION.

This Agreement shall remain in effect for three (3) years from the Effective Date, provided that either party may terminate this Agreement at any time upon written notice to the other party, and neither party shall have any obligation to disclose any Confidential Information or to continue discussions relating to, or to enter into or continue any arrangement or agreement relating to, the Purpose or any other matter, except as agreed in writing by the parties. The obligations set forth in this Agreement with respect to the treatment of Confidential Information shall survive the expiration or earlier termination of this Agreement for a period of three (3) years from the date of such disclosure. Notwithstanding any termination or expiration of this Agreement, Sections 3 through 10 and, for the period provided therein, Section 2 shall survive the expiration or termination of this Agreement.

8. REMEDIES.

Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information of Discloser may cause irreparable harm and significant injury to Discloser, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

9. RETURN OR DESTRUCTION OF MATERIALS.

Upon any termination of discussions between the parties related to the Purpose, or of this Agreement, or at any time at Discloser's request, Recipient shall promptly return to Discloser or destroy all materials (in written, electronic or other form) containing or constituting Confidential Information of Discloser, including any copies and extracts thereof, and, if destroyed, Recipient shall promptly confirm in writing to Discloser the destruction of any Confidential Information pursuant to this Section 8; provided, however, that Recipient shall not be required to return or destroy copies of Confidential Information (a) Recipient is required to retain by law or regulation or internal compliance policy, (b) automatically saved electronically as part of a computer disaster recovery or similar back-up system, or (c) that is included in materials or other work product prepared by or on behalf of Recipient in furtherance of the Purpose, provided such information shall continue to be maintained in accordance with the terms of this Agreement.

10. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of laws provisions. The parties to this Agreement agree that any suit, action or proceeding arising out of, in connection with, or with respect to this Agreement or its enforceability shall be brought exclusively in the state or federal courts in the Commonwealth of Massachusetts, and each party hereby irrevocably accepts the exclusive personal jurisdiction of those courts for the purposes of any suit, action or proceeding. Should legal action arise concerning this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief which may be awarded by any court or other tribunal of competent jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. The parties are independent contractors, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Mutual Confidentiality Agreement as of the date and year written below.

STARRY, INC.

By: _____
(signature)

Name: _____
(print)

Title: _____

Date: _____

Address:
38 Chauncy Street, Suite 200
Boston, MA 02111

{{COUNTER PARTY}}

By: _____
(signature)

Name: _____
(print)

Title: _____

Date: _____

Address: