



**Applicant: Sercomm**

**FCC ID: P27SCO5165P**

**NDA-Operational Description NDA**

**LONG-TERM CONFIDENTIALITY  
FOR INTERNAL PHOTOS AND USER'S MANUAL**

Date: 2024-04-29:

**FCC ID: P27SCO5165P**

To the attention of

**Federal Communication Commission**

Authorization and Evaluation Division

KDB 726920 D01 "Equipment Authorization Confidentiality Request Procedures" Section II 3) The internal photos and/or user's manual exhibits may be given Long-Term Confidentiality under the following special conditions:

a) Internal photos

1. May be held Confidential if the circuit board or internal components are not accessible to users. For example, it is acceptable if the circuit board is enclosed in epoxy.

2. Also, it is acceptable if the device is not accessible to the public, for example, a device mounted on the top of a large tower (or in a fenced enclosure) such that it is only serviceable by professional designated technicians under a Non-Disclosure Agreement (NDA). All sales for these devices must be under a NDA restricting the disclosure of the propriety information, including internal photos.

b) User's manual may be held Confidential only when the manual contains proprietary technical information intended for professional technicians obligated under an NDA. All sales and distribution of the user's manual



must be under an NDA that restricts the disclosure of the information.

c) In the application cover letter requesting Long-Term Confidentiality the following additional description (in item 7) and the NDA exhibit is required:

1. Describe in detail how internal photos and/or user's manual information are controlled to prevent them from becoming public or disclosed to unauthorized persons.
2. Describe how public access is restricted for products serviceable by professional designated technicians.
3. A statement that all sales of the non-consumer device will be under a NDA to include third party sales and that the final user of the device is subject to the NDA.
4. Provide an example of the NDA between the grantee and a purchaser. The request for Confidentiality must include the key terms of the NDA to ensure consistency between the two.

**Response:**

The internal photos and user's manual were requested for the long-term confidentiality in the letter for Request of Permanent Confidentiality submitted in this application. The rationales for such request are stated below.

This device requires professional installation, and the user manual contains proprietary technical information intended for professional technicians obligated under an NDA only.

The User Manual and internal photos need to be held confidential as they contain proprietary technical information. They are controlled and only accessible to Sercomm customers that have an NDA that restricts the disclosure of the information. All sales of this device are to customers that are subject to the NDA.

Public access to the product is restricted by the fact that the end product is a non-consumer product, housed in a sealed enclosure, mounted on a pole and is not field serviceable.



Further, the Applicant has spent substantial effort in developing this product, some aspects of which are deemed to be trade secret and proprietary. Having the subject information easily available to our competitors in this market would negate the advantage we have achieved by developing this product. Not protecting the details of the design will result in financial hardship.

In accordance with the procedures specified above, a sample generic copy of the Sercomm NDA between the grantee and a purchaser is attached. Additionally,

*The Sercomm product, the subject of this application, is not subject to third party sales. The final user of the device is always a License holder/cellular operator.*

Sincerely yours,

A handwritten signature in black ink, appearing to read "Nick Wu".

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Name: Nick Wu

Title: EMC Team Leader

Email: Nick\_Wu@sercomm.com



## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between \_\_\_\_\_, with office at \_\_\_\_\_, (“**Company**”) and Sercomm Corporation, with office at 8F, No. 3-1, YuanQu St., Nankang, Taipei 115, Taiwan, R.O.C. (“**Sercomm**”).

WHEREAS, each party in possession of Confidential Information as defined below (the “Disclosing Party”) desires to disclose some of its Confidential Information to the other party (the “Receiving Party”) subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises made herein, the receipt of certain Confidential Information and good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The term "Confidential Information" shall include, without limitation, any and all information in tangible or intangible form relating to or including: any trade secret, idea, invention, information, process, technique, algorithm, computer program (source and object code), design, drawing, specifications, performance characteristics, formula, model, testing strategies, test data relating to the Disclosing Party’s research projects, work-in-process, development, research, factory, facilities, engineering, licenses, manufacturing, marketing, servicing, bill of materials, product plans, financing, revenue, pricing, costs or profits, personnel matters, past, present or future products, sales, suppliers, clients, employees, investors, inventors, or business, or information obtained by inspection, testing or analysis of any hardware, software or other tangible object provided by the Disclosing Party, customer or consumer information, or third party confidential information, which is marked as confidential, proprietary or the equivalent if it is in writing or other tangible form, or identified as confidential, proprietary or the equivalent if not disclosed in tangible form, regardless of whether such information is disseminated to the Receiving Party before or after the signing of this Agreement. The parties agree to use reasonable efforts to summarize the content of oral disclosures which are confidential, proprietary or the equivalent but failure to provide such summary shall not affect the nature of the Confidential Information disclosed or detract from the protection afforded under this Agreement if such information was identified as confidential, proprietary or the equivalent before, when or promptly after orally disclosed.
2. "Confidential Information," or any portion thereof is not confidential if it: (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; (b) is known to the Receiving Party without a breach of an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party, as evidenced by written records; (c) is disclosed to the Receiving Party by a third party without a breach of an obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of the Disclosing

Party's Confidential Information as evidenced by written records. Neither party shall disclose the terms of this Agreement to any third party, other than its financial or legal advisors, or make any announcements regarding the nature of the relationship between the parties. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (a) if legally permitted to do so, immediately notify the Disclosing Party; (b) assert the confidential nature of the Confidential Information to the agency; and (c) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

### 3. Use of Confidential Information

3.1 The parties agree to use the Confidential Information received hereunder solely for the purpose of \_\_\_\_\_ (the "**Purpose**").

3.2 The parties agree: (a) not to reverse engineer, disassemble or decompile the other party's Confidential Information; or (b) not to export any Confidential Information without the other party's written consent and then only in compliance with all pertinent U.S. and foreign government export laws and regulations as they apply to their activities under this Agreement.

4. Each party agrees it shall maintain the Confidential Information received hereunder in strict confidence, and shall use the same degree of care that it utilizes to protect its own Confidential Information of a similar nature, but in no event less than reasonable degree of care. The Confidential Information may be disclosed only to employees of the Receiving Party; provided such employees of the Receiving Party: (a) have a need to know the Confidential Information in order to carry out the Purpose, and (b) have executed with the Receiving Party written agreements no less protective of the disclosing party's Confidential Information than the terms of this Agreement. The Receiving Party will remain liable for any unauthorized disclosures or breach of this Agreement by its employees.

5. All Confidential Information is, and shall remain, the property of the Disclosing Party. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein, and in no event shall this Agreement be construed as granting either party any licenses under the other party's copyrights, patents, trademarks or any other intellectual property rights.

6. The Confidential Information will be kept in strict confidence by the Receiving Party from the date of receipt by the Receiving Party which shall continue and survive any expiration, termination, cancellation, and/or completion of this Agreement. Upon the written request of the other party, or upon the expiration or any earlier termination of this Agreement, each party shall: (a) immediately cease using the Confidential Information and (b) promptly return the Confidential Information and all copies

thereof to the Disclosing Party or, at the direction of such party, destroy the same. Each party shall certify in writing to the other such return or destruction within ten (10) days after its obligation for return or destruction.

7. It is understood that this Agreement does not obligate the Company, Sercomm or any of their respective parent, subsidiary, or affiliated companies to enter into or continue any further agreement or business relationship.
8. The Disclosing Party shall not be deemed to make any representation or warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party provides information solely on an "AS IS" basis. The Disclosing Party will not be liable for any damages arising out of the use of Information disclosed hereunder.
9. When one party violates or breaches the confidentiality obligation as provided hereof, the non-breaching party is entitled to claim the actual damages, and all losses, costs and expenses, without limitation to reasonable attorneys' fees, consequential damages, and costs of enforcement, incurred by the non-breaching party.
10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of China, Taiwan, without regard to its conflict of laws principles. In the event that there is any dispute arising out of or in connection with this Agreement, the parties shall make their best endeavor to settle it without recourse to law, but if this is not found possible, then the dispute shall be brought to the Taiwan Taipei District Court of the Republic of China.
11. This Agreement constitutes the entire understanding among the parties hereto as to the Confidential Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. No party may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The Disclosing Party agrees to comply with all laws, rules and regulations applicable to the export or re-export of Confidential Information.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may deliver this signed Agreement by electronic (including email or facsimile) transmission. Each party agrees that such electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronically-transmitted copies as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.



IN WITNESS WHEREOF, the undersigned parties intending to be legally bound by this Agreement have executed this Agreement by persons duly authorized. This Agreement shall become effective on the date set forth above.

COMPANY

SERCOMM

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_