

**Exhibit 12 Technical Circuit Description - Confidential**

Prepared (also subject responsible if other) ERAWALA		No.		
Approved BNEPBAJD	Checked	Date 2017-02-03	Rev A	Reference

## Exhibit 12 - Technical Circuit Description FCC Long Term Confidentiality justification

### 1 Long term confidentiality under special conditions

Long term confidentiality under special conditions is requested for Exhibit 8 (Manuals) and Exhibit 9 (Internal Photos) according to KDB 726920 D01 Confidentiality Request Procedures v01r02.

#### 1.1 Justification

**We, Ericsson AB, apply for that User Manuals and Internal Photos should be withheld from public inspection in accordance with Sections 0.457 and 0.459 of the Commission's Rules based upon:**

- The product in question (Remote Radio Unit, Radio, 3GPP Base Station) is a none consumer device.
- The product type (Radio) is located in such a way that it's not accessible for the general public, e.g. (but not limited to) in a RBS antenna mast or on a RBS antenna tower or on a building outside wall or on a building roof....
- The product in question is only handled (purchased / used) by professional businesses and customers to Ericsson.
- Certain product information, including but not limited to, Exhibit 8 (User Manuals) and Exhibit 9 (Internal Photos) will only be available to Ericsson's customers during/past customer purchase of such Ericsson products.
- Such information, including but not limited to, User Manuals and Internal Photos, is not (and will not be) public available unless violation of None Disclosure Agreements (NDA).
- Ericsson prevents that sensitive information, including but not limited to, User Manuals and Internal Photos, not is disclosed to unauthorized parties, via NDA.  
All customers to Ericsson, purchasing Ericsson equipment, have to agree upon / sign such NDA.

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- Information covered by such NDA, including but not limited to, User Manuals and Internal Photos, is by Ericsson considered as confidential commercial information and is not known to the public nor to competitors to Ericsson. Such information can, if disclosed, be used by competitors to Ericsson to obtain commercial/technical gain.
- Ericsson acts in a very fierce competitive market. The competition in this field is very intense and a less advanced solution/design could get an unfair advantage by accessing product related information (not known to the public nor to competitors to Ericsson) easily from an open domain with world wide access.
- The product in question is the latest Ericsson Radio Unit, designed to effectively fulfill both existing regulatory requirements and customer specific requirements.
- We strongly believe that the information together is sensitive from trade secrets point of view and should be held long term confidential, preventing access from unauthorized parties (e.g. from competitors to Ericsson).
- Specially, but not limited to, Internal Photos:
 

A competitor to Ericsson can from internal photos extract vital information that reveals design related secrets.  
Our view is that schematics, parts list and internal photos are very closely related.

See annex 1: NDA confidentiality clause

Prepared (Subject resp) ERAWALA		No. Annex 1		
Approved (Document resp) BURAEQDD	Checked	Date 2016-05-04	Rev A	Reference

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## NDA Confidentiality Clause

### Confidentiality

Each party agrees that all confidential documents, work product and information (including all computer code, internal photographs of products, block diagrams, schematic diagrams, technical and/or user manuals, related materials, and the existence of this Agreement) received or otherwise obtained from the other party pursuant to this Agreement, whether before or after the Effective Date, will be, and will be deemed to have been, received in confidence and will be used only for the purpose of carrying out the obligations of, or as otherwise contemplated by, this Agreement. Without the other party's prior written consent, neither party may disclose any such information to any third party or grant access to the confidential equipment to any unauthorized person, and each party will disclose such information only to such of its officers, employees and agents that have a need to know such information for the purposes contemplated hereby. However, the provisions of this section will not apply to any such information that (i) is or becomes generally available to the public without the fault or negligence of either party, (ii) is already in the possession of the receiving party without being subject to another confidentiality obligation, (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided that such source is not bound by a confidentiality obligation of the disclosing party, (iv) is required to be disclosed pursuant to an arbitration proceeding conducted in accordance with this Agreement, or (v) is required to be disclosed pursuant to a requirement of any governmental authority or any statute, rule or regulation; provided that the party required to disclose such information of the other party provide to the other party notice of such requirement of any such disclosure and cooperates with the other party to prevent or restrict any such disclosure to the extent allowed by applicable law.