

COMMScope®

NONDISCLOSURE AGREEMENT

This Agreement is made as of April 30, 2024 by and between _____ having a principal place of business at _____, and CommScope, Inc. of North Carolina, having a principal place of business at 3642 E US Highway 70, Claremont, NC 28610, USA (each, a “Party” and collectively, the “Parties”).

1. For the purpose of _____ (the “Purpose”), a Party, and/or such Party’s Affiliate (“Discloser”) may, but without obligation to do so, disclose to the other Party (“Recipient”) information pertaining to the Purpose that reasonably should be understood by Recipient, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Discloser (“Confidential Information”).

2. Confidential Information shall not include any information that: (i) is or becomes publicly available without Recipient’s breach of this Agreement; (ii) is known to Recipient prior to receipt from Discloser hereunder; (iii) is subsequently rightfully received from a third party without violation of a duty of confidentiality to Discloser; or (iv) is independently developed by or for Recipient without any breach of this Agreement. All Confidential Information is provided by the Discloser “As Is.” Discloser makes no warranties, express, implied or statutory, regarding the accuracy, completeness, performance, merchantability, fitness for use, non-infringement or other attributes of its Confidential Information.

3. Recipient shall use Confidential Information only as necessary in connection with the Purpose and shall not use Confidential Information for its own sole benefit or for any reason detrimental to Discloser.

4. Recipient shall hold Confidential Information in complete confidence and will not disclose any Confidential Information other than to those of its employees, employees of its Affiliates, agents, or advisors (collectively, “Representatives”), who in each case, (i) require such Confidential Information in connection with the Purpose, and (ii) are bound by confidentiality terms no less restrictive than the terms of this Agreement. Any breach of this Agreement by a Recipient’s Representatives or Affiliates shall be deemed a breach of this Agreement by Recipient. 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.

Recipient shall not decompile, disassemble, reverse engineer or use the Confidential Information for the purpose of creating a competitive product or service or copying its features or user interface.

Notwithstanding the foregoing, Recipient may disclose Confidential Information if and to the extent required by a valid order of a court or other governmental body, provided that prior to any such disclosure, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure.

5. Confidential Information shall remain at all times the property of Discloser. Neither Party acquires any intellectual property rights under this Agreement except the limited rights necessary to use Confidential Information for the Purpose. Upon Discloser’s written request, Recipient will promptly return Confidential Information to Discloser or provide Discloser with written certification stating that Confidential Information has been destroyed. One archival copy of documents evidencing the Confidential Information may be retained by Recipient’s counsel (including internal counsel) in a secure location for verification purposes only.

6. Each Party hereby acknowledges that Confidential Information provided under this Agreement is subject to export laws and regulations of the United States of America, as well as applicable laws of other jurisdictions, and any use or transfer of Confidential Information must be authorized under those regulations.

7. This Agreement is not a commitment by either Party to enter into any transaction or business relationship.

8. This Agreement is not assignable or transferrable by either Party without the prior written consent of the other Party, except to a successor-in-interest through a merger, acquisition, or sale of all or substantially all its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of permitted successors and assigns.

9. Neither Party shall publicly disclose the existence of the Purpose, this Agreement, or its terms and conditions, without the prior written consent of the other Party.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, the non-breaching Party shall be entitled to seek specific performance and/or injunctive relief in addition to, and not in lieu of, any other legal or equitable relief including, but not limited to, monetary damages. Each Party acknowledges that the Confidential Information of the other is valuable and unique and that disclosure may result in irreparable injury to the Discloser.

11. A Party may terminate this Agreement at any time upon thirty (30) days written notice, provided that all obligations relating to or affecting the protection, use or disclosure of Confidential Information disclosed prior to such termination shall continue in perpetuity.

12. This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, oral or written, dealing with the subject matter contained herein. Any changes to this Agreement must be in writing and signed by both Parties.

13. This Agreement may be executed by original or electronic signature in identical counterparts, all of which together shall constitute the final agreement. Executed counterparts may be exchanged by electronic transmission (stored in a PDF software application format).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

PARTY

Signature: _____

Printed Name:- _____

Title: _____

Date: _____

COMMSCOPE, INC. OF NORTH CAROLINA:

Signature: _____

Printed Name:- _____

Title: _____

Date: _____