



Cobham Wireless

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06 November 2019

American Certification Body, Inc.
6731 Whittier Avenue, Suite C110
McLean, Virginia 22101
USA

Reference: Restricted Access of Equipment and Documentation Notice

FCC ID: NEO43ID7D8C17C19A

Pursuant to Sections 0.457 and 0.459 of the Rules, 47 C.F.R. § 0.457 and 0.459, COBHAM Wireless requests confidential treatment of certain information submitted with this document.

This Restricted Access of Equipment and Documentation Notice is to inform ACB, Inc. that access to equipment and related documentation supplied by COBHAM Wireless Inc. is to be restricted to only authorized users in order to ensure the security of the equipment and confidentiality of related documentation at all times. Only designated professionals shall be allowed to maintain or service the equipment.

COBHAM Wireless, Inc. is requesting the internal photos be permanently confidential. This non-consumer device is inaccessible to the general public, and shall be kept in a secured and locked environment.

Appropriate documentation will be made be available only to COBHAM Wireless partners and integrators only. Designated professionals under the employ of these partners and integrators will be responsible for service and maintenance of our devices. Each partner and integrator will be under a non-disclosure agreement with COBHAM Wireless, Inc. A sample of this agreement is included below.

In conclusion, COBHAM Wireless, Inc. requests the permanent confidentiality for the following items:

Permanently Confidential - Parts List

RRU0019 Parts List.pdf

Permanently Confidential –Internal Photographs

FCC HP Internal Photo - NEO43ID7D8C17C19A Rev.3.pdf

Sincerely,

A handwritten signature in black ink, appearing to read "BBB", written over a light blue horizontal line.

Brian Barton

Operations Support Director

Email: brian.barton@cobham.com

On behalf of: Axell Wireless Limited

Telephone: +44 (0) 1494 777000

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on [INSERT DATE] (the "Effective Date"), by and between AXELL WIRELESS LIMITED TRADING AS COBHAM WIRELESS, a company incorporated in England, whose registered address is Brook Road, Wimborne, Dorset, BH21 2BJ, UK and main place of business is Aerial House, Asheridge Road, Chesham, Buckinghamshire HP5 2QD, UK ("Company"); and [INSERT FULL NAME OF OTHER PARTY], a company incorporated in [INSERT PLACE], whose registered address is [INSERT ADDRESS], ("Supplier") hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS the Parties, for their mutual benefit, may already have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. Definitions

- 1.1. "Purpose" shall mean any discussions and negotiations between or within the Parties regarding the [products or services] concerning or in connection with [INSERT DETAILED DESCRIPTION OF PROGRAM].
- 1.2. "Confidential Information" shall mean any information or data relating to products, technical know-how, designs, drawings, models, trade secrets, software, network management information and services and information relating to Company's business or affairs including that of its parent, associated, affiliated and subsidiary companies or which is otherwise related to the Purpose, which is disclosed whether in writing, orally or by any other means to Supplier by Company or by a third party on behalf of the Company, or which is otherwise obtained by the Supplier from the Company, whether before or after the date of this Agreement. This shall exclude any part of such disclosed information or data which: (i) is in or comes into the public domain in any way without breach of this Agreement by the Supplier; or (ii) the Supplier can show: (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Company and was not previously acquired by the Supplier from the Company under an obligation of confidence; or (b) to have been independently developed by or for the Supplier at any time without use of Confidential Information disclosed to it by the Company; or (c) to have been obtained by it or made available from a source other than the Company without breach by the Supplier or such source of any obligation of confidentiality or non-use towards the Company; or (d) is hereafter furnished by the Company to a third party without restriction on disclosure or use; or (e) is disclosed by the Supplier with the prior written approval of the Company.

2. Handling Of Confidential Information

- 2.1. The Supplier shall: (i) maintain the Company's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Supplier applies to its own Confidential Information which the Supplier warrants as providing adequate protection against unauthorised disclosure or access, copying or use; (ii) arrange proper and secure storage for Confidential Information which is in the form of documents, papers, computer disks, magnetic tapes or any other tangible form; and (iii) ensure that disclosure of such Confidential Information is restricted to those of its employees or directors having the need to know the same for the Purpose.
- 2.2. Copies or reproductions of the Confidential Information shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Company. All Confidential Information and copies thereof shall be returned to the Company within thirty days of receipt of a written request from the Company.
- 2.3. Nothing contained in this Agreement shall be construed as overriding or being in prejudice of any classification or export control regulation together applicable ("Export Rules") to any part of the Confidential Information. The Company is required to declare in writing when such rules are applicable. Moreover where Export Rules apply, Supplier shall not in any way transfer Confidential Information received hereunder outside of the country in which it received it or to foreign persons, businesses or governments without the prior written consent of the Company. For avoidance of doubt, such Export Rules shall include without limitation the U.S. Export Administration Regulations ("EAR"), U.S. International Traffic

- 2.4. All copyright, registered and unregistered design rights, and all other industrial, commercial or intellectual property rights and all other right, title and interest in and to:
 - 2.4.1. all and any results of any services rendered by the Supplier or the Supplier's employees, sub-contractors or agents pursuant to a Company order or this Agreement;
 - 2.4.2. all and any research, development or design work, testing, test results, reports, specifications and other preparatory work carried out by the Supplier, the Supplier's employees or sub-contractors and agents in order to ensure that any goods (or any parts of any of them) conform to any designs, drawings, specifications, instructions or information supplied by the Company; and
 - 2.4.3. goods, or elements thereof, made to the Company's design or specification (including but not limited to such a specification and/or design itself), or any goods, or elements thereof, which are bespoke to the Company, shall vest in the Company immediately upon creation and shall be the Company's exclusive property.
- 2.5. Such results, research, development or design works, testing, test results, reports, specifications and preparatory work shall be the Confidential Information of the Company and subject to the terms of this Agreement.
- 2.6. Supplier agrees to do (and shall procure that its sub-contractors and agents shall do) all such things and execute all such deeds and documents (at the Supplier's own expense) as the Company may require or as may otherwise be necessary or prudent to give effect to Clause 2.4 or otherwise vest in or further assure to the Company all such copyright, registered or unregistered design rights and other industrial and commercial or intellectual property rights and other rights, title and interest.

3. Limitations And Warranty

- 3.1. The Supplier shall: (i) not divulge the Company's Confidential Information, in whole or in part, to any third party; (ii) use the Company's Confidential Information only for the Purpose; (iii) make no use of the Company's Confidential Information or any part thereof without the prior written consent of the Company; and (iv) not make any press releases with regard to the subject matter hereof or the existence of this Agreement without the prior written consent of the Company and agreement on the medium, format and content of such press release. Notwithstanding the foregoing, the Supplier shall be entitled to make any disclosure required by law of the Company's Confidential Information provided that to the extent possible it gives the Company not less than two business days' written notice of the need to disclose.
- 3.2. The Company warrants it has the unrestricted right to disclose its Confidential Information to the Supplier and to authorise the Supplier to use the Confidential Information for the Purpose, but does not warrant the sufficiency or suitability of the Confidential Information for the Purpose or any other purpose.

4. Disclaimer

All rights in Confidential Information are reserved by the Company and no rights or obligations other than those expressly recited or provided herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other



industrial or intellectual property right held now or in the future, made, obtained or licensable by the Company. Nothing in this Agreement or its operation shall constitute an obligation on the Company to enter into the aforesaid business relationship or shall preclude, impair or restrict the Company from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that party's Commercial Director/Company Secretary. The date of service shall be deemed to be the business day following the day on which the notice was transmitted or posted as the case may be.

6. Termination

This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either Party by giving to the other not less than one month's prior written notice. Confidential Information shall remain subject to the provisions of clauses 1, 2 and 3 notwithstanding any termination of this Agreement.

7. Non-Assignment

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party, save that the Company may assign or transfer this Agreement to its parent company or to an associated, affiliated or subsidiary company.

8. Entire Agreement, Governing Law And Jurisdiction

8.1. This Agreement and any documents expressly incorporated herein by reference comprise the entire agreement between the Parties in relation to the matters referred to herein and supersede any previous agreement, arrangement, communication and negotiation (whether written or oral) between the Parties relating thereto. In entering into this Agreement no Party may rely on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of the other Party on or before the Effective Date of this Agreement, and each of the Parties waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, save that nothing herein shall exclude either Party's liability for fraudulent misrepresentation.

8.2. The interpretation, construction and effect of this Agreement and of any non-contractual obligations arising out of or in connection with it shall be governed and construed in all respects in accordance with the Laws of the state and country of incorporation of the Company and the Parties hereby submit to the jurisdiction of the courts of that state and country.

9. Severability

If any provision hereof shall be held by a court of competent jurisdiction to be invalid or void such provision shall be deleted and the remainder thereof shall remain in full force and effect, and the Parties shall substitute for the invalid or void provision a valid provision most closely approximating the economic effect and intent of the invalid or void provision.

10. Remedies

The Parties hereby acknowledge that damages may be an inadequate remedy for any breach of this Agreement and that either Party will therefore be entitled to apply to any relevant court to restrain any breach or threatened breach by injunction.

11. No Waiver

11.1. No waiver of any provision of this Agreement shall in any event be of any force or effect unless the same shall be agreed in writing between the Parties and then such waiver shall be effective only on the specific instance and for the purpose and to the extent for which it is made or given.

11.2. No failure, delay or indulgence on the part of either Party in exercising any power or right conferred upon such Party pursuant to this Agreement shall operate as a waiver of such power or right. Further, no single or partial exercise of any such power or right shall preclude any other or further exercise thereof or the exercise of any other such power or right arising under this Agreement.

12. Rights Of Third Parties

12.1. Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the Parties other than that of independent contracting entities. Neither Party shall be authorised to obligate, bind or act in the name of the other Party, except to the extent expressly authorised to do so in writing by such other Party. A person who is not a party to this Agreement may not enforce any of its terms.

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorised representative as of the day and year first above written.

SIGNED for and on behalf of: **AXELL WIRELESS LIMITED**

.....
Authorised Signatory
.....
Name
.....
Title

SIGNED for and on behalf of: **[SUPPLIER'S NAME]**

.....
Authorised Signatory
.....
Name
.....
Title