

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into and effective as of _____, 20__ ("**Effective Date**") by and between _____, a _____ corporation, with its principal place of business at _____ ("**Company**") and **Mavenir Systems, Inc.**, a Delaware corporation, with its principal place of business at 1700 International Pkwy #200, Richardson, TX 75081 USA ("**Mavenir**").

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean all information in any and all medium whether written, oral, visual, electronic or other tangible or intangible form disclosed or made available by or on behalf of one party ("Discloser") to the other party ("Recipient") and all copies, summaries, and transcripts of, and notes pertaining to, the information (a) consisting of business, technical, financial or personal information, including, without limitation, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, interfaces, documents, specifications, information concerning research and development work, trade and business secrets, information which relates to current, future, planned or proposed products, marketing and business plans, forecasts, projections and analyses, financial information, and sales, pricing and customer information whether or not identified as confidential; and (b) that the Recipient should reasonably understand to be proprietary and confidential to the Discloser, its affiliates or a third party, because of legends or other markings, oral identification, or the nature of the information itself. For the avoidance of doubt, Confidential Information shall include any Confidential Information disclosed by one party to the other prior to the signing of this Agreement unless the prior disclosure is covered by a prior non-disclosure agreement between the parties. Each party shall determine in its sole discretion what information and materials it shall disclose to the other party.

2. Recipient shall not copy or use or make any summaries or transcripts of, or notes pertaining to, the Confidential Information except for purposes of evaluation or furtherance of a business relationship between the parties ("Purpose"). Recipient shall not acquire any rights in the Confidential Information. Discloser does not grant a license, by implication, estoppel or otherwise, under any of its copyrights, patents, trade secrets, trademarks, tradename rights or other intellectual property rights as a result of the disclosure of Confidential Information to the Recipient or as a result of entering into this Agreement.

3. Recipient shall hold all Confidential Information in confidence and shall take all steps necessary to protect the Confidential Information from unauthorized use or disclosure including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature, but in no case shall Recipient use less than a reasonable degree of care to perform these obligations.

4. Recipient shall not disclose or otherwise provide any Confidential Information to any third party (except to the extent otherwise permitted under this Section 4) without the prior written consent of Discloser. Recipient shall limit its internal disclosure of Confidential Information only to those of its and its affiliates' employees, contractors, (other than contractors who are

competitors of the Discloser) and advisors who have a need to know the Confidential Information and who are legally bound by confidentiality obligations, as a condition of employment or otherwise, that are at least as protective of the Confidential Information as those contained in this Agreement. Recipient will be responsible for any breach of the terms of this Agreement by its affiliates, or by its or its affiliates' employees, contractors or advisors.

5. For the purpose of this Agreement, Confidential Information shall not include any information which:

- (a) is already known to Recipient without a confidentiality obligation or is publicly available at the time of disclosure;
- (b) becomes known to the general public through no act or omission of Recipient in breach of this Agreement;
- (c) is disclosed to Recipient, without a confidentiality obligation, by a third party who is not in breach of confidentiality obligation; or
- (d) was or is independently developed by Recipient without use of or reference to any of Discloser's Confidential Information.

6. The confidentiality obligations under this Agreement shall not apply to Confidential Information that Recipient is required to disclose pursuant to law or a court order but only in the specific instance for which such disclosure is required, provided that, to the extent practicable, Recipient promptly notifies Discloser of any such requirement and at the request and expense of Discloser, uses reasonable efforts to limit such disclosure to the extent requested.

7. Upon the termination of this Agreement or at Discloser's written request, Recipient shall return to Discloser, or destroy subject to Discloser's written instructions, all Confidential Information in tangible form and permanently delete all Confidential Information in electronic form in its possession. Recipient may retain Confidential Information for archival purposes to the extent that Recipient is required by applicable law to retain the Confidential Information. Any retained Confidential Information will continue to be subject to the confidentiality obligations under this Agreement.

8. Discloser represents that it has the right to make the disclosures made under this Agreement. The Confidential Information disclosed under this Agreement is delivered "as is" and Discloser makes no representations or warranties of any kind with respect to the accuracy of such Confidential Information or its suitability for any particular use.

9. Nothing in this Agreement shall preclude either party from making, using, marketing, licensing or selling any

independently developed technology, product or material, whether similar or related to the Confidential Information disclosed under this Agreement, provided the party has not done so in breach of this Agreement.

10. Either party may terminate this Agreement upon 30 days prior written notice to the other party. Recipient's duties and obligations with regard to Confidential Information disclosed prior to such termination shall survive for a period of five (5) years from the termination of this Agreement.

11. Since unauthorized disclosure or use of Confidential Information may diminish the value of the proprietary interests that are the subject of this Agreement, if Recipient breaches any of its obligations under this Agreement, in addition to any other available rights and remedies it may have, Discloser will be entitled to seek immediate equitable relief to protect its interests therein, including but not limited to injunctive relief. This right applies without first having to have suffered loss; posted bond; or having to satisfying any other local jurisdictional requirement(s) for equitable relief.

12. The parties are independent contractors. This Agreement does not create an agency, partnership or similar relationship between the parties. Neither party acquires any rights under this Agreement to use in advertising, publicity or other marketing activities any name, trade name, trademark, service mark or other designation of the other party. This Agreement and the disclosure of Confidential Information does not constitute an offer and does not impose an obligation on either party to enter into, discuss, or continue any business arrangement.

13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, USA without giving effect to principles of conflicts of laws. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER OR BY REASON OF THIS AGREEMENT.**

14. Any notices under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, or by registered or certified mail return receipt requested, to the recipient (Attn: Legal Dept.) at its address appearing above. Notices delivered in person, by courier service or registered or certified mail shall be deemed to have been received as of the date that they are delivered as evidenced by the carrier's receipt. Either party may change its address for receiving notices by providing notice of the new address to the other party.

15. If any provision of this Agreement is held invalid, the remaining provisions of the Agreement will not be affected and the parties will substitute a valid provision which most closely approximates the intent and legal effect of the invalid provision.

16. Neither party may assign or otherwise transfer this Agreement or any rights and obligations under this Agreement without the prior written consent of the other party.

17. Any failure by either party to enforce strict performance by the other party of any provision of this Agreement shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement and no term or provision of this Agreement shall be considered waived unless the waiver is in writing and signed by the party against whom the waiver is asserted.

18. This Agreement is the entire agreement between the parties relating to its subject matter, and supersedes all prior written and oral communications and agreements relating to its subject matter. This Agreement may only be modified by a written agreement signed by persons duly authorized to sign agreements on behalf of the parties. The parties may sign this Agreement in one or more counterparts which together will constitute one and the same document. The parties may exchange signed copies of this Agreement electronically and any signed copy so exchanged will be considered a validly executed original copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement dated as of the date first set forth above to be executed by their duly authorized representatives.

Name: **Mavenir Systems, Inc.**

Name:

By: _____

By: _____

Print Name:

Print Name:

Title:

Title: