

**TARANA WIRELESS, INC.**  
**PURCHASER NON-DISCLOSURE AGREEMENT**

This Purchaser Non-Disclosure Agreement (this "Agreement") is entered into between Tarana Wireless, Inc., a Delaware corporation (the "Tarana"), and \_\_\_\_\_ ("Purchaser"), effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**Background**

Purchaser and Tarana propose to enter into an agreement (the "Purchase Agreement") pursuant to which Purchaser will purchase from Tarana units of Tarana's AbsoluteAir2 family of wireless communication products (the "Product"). In connection with such purchases, Tarana requires that Purchaser enter into this Agreement to protect the confidentiality of certain information relating to the Product.

**Agreement**

Based upon the Background above, the parties agree as follows:

1. **Restrictions on Opening Product Enclosure.** Purchaser acknowledges that the Product incorporates valuable confidential information and/or trade secrets of Tarana, and that certain of such information would be discoverable by opening the Product enclosure, examining the circuit board and other contents of the enclosure, and/or reverse engineering of the Product components. Accordingly, Purchaser agrees not to open the Product enclosure, or otherwise attempt to access the hardware, firmware, or other contents of the Product within the Product enclosure, except as necessary in order to install, maintain or repair the Product. Purchaser further agrees not to make copies of, take photographs of, or otherwise create images of the contents of the Product enclosure. Purchaser agrees that, prior to permitting any employee of Purchaser, or any third party, to perform installation, maintenance or repair of the Product that would require opening of the Product enclosure, Purchaser will require that such employee or third party agree to be bound by this Agreement.
2. **Restrictions on Disclosure and Use.** Purchaser agrees not to disclose to any third party any information regarding the Product that is not published by Tarana or otherwise obtainable by normal use of the Product in accordance with Tarana's user manuals ("Confidential Information"). Confidential Information includes information that is discoverable only by opening the Product enclosure. Purchaser agrees not to use any Confidential Information except to enable normal use of the Product in accordance with Tarana's user manuals, or to enable the installation, maintenance or repair of the Product in accordance with this Agreement. Purchaser agrees to treat all Confidential Information with the same degree of care as Purchaser uses to protect its own confidential information, but in no case less than reasonable care.
3. **Exceptions.** Notwithstanding the restrictions in this Agreement, Purchaser may comply with the order of a court that would require Purchaser to take action that would otherwise violate this Agreement, provided Purchaser has given Tarana reasonable advance notice of such court order in order to allow Tarana to seek an appropriate protective order.
4. **No Licenses.** Nothing contained in this Agreement shall be interpreted as granting Purchaser a license under any patent, trademark, copyright or any other proprietary rights of Tarana. Any such license rights shall be solely as set forth in the Purchase Agreement or other written agreement signed by an authorized

officer of Tarana.

5. **Remedies.** Purchaser acknowledges that its unauthorized access to, disclosure, or use of Confidential Information may result in substantial and irreparable harm to Tarana and that monetary damages would be an inadequate remedy. Therefore, Purchaser agrees that, upon any breach of this Agreement by Purchaser, Tarana shall be entitled to equitable relief such as an injunction or specific performance, in addition to monetary damages and any other remedies available to Tarana, without posting a bond or other security.

6. **Disclaimer of Warranties.** This Agreement shall not be interpreted to create any warranties relating to the Product. Any warranties applicable to the Product shall be solely as set forth in the Purchase Agreement.

7. **Resale of Products.** Purchaser agrees that, as a condition to selling, leasing or otherwise distributing the Product to another reseller, or to an end user, such reseller or end user must agree to be bound by this Agreement.

8. **General Provisions.** This Agreement may be superseded, modified, or amended only in a writing signed by both parties. This Agreement shall be binding upon the parties and their successors and assigns. Neither party shall be entitled to assign this Agreement without the other party's prior written consent, except that Tarana may assign its rights under this Agreement to any person or entity acquiring all or substantially all of Tarana's assets relating to the Product. This Agreement, together with any confidentiality provisions in the Purchase Agreement, constitutes the full and complete agreement of the parties with respect to its subject matter and supersedes any prior agreements relating to that subject, whether oral or written. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall not be affected. This Agreement shall be governed by the internal laws of the State of California. Any suit, proceeding, or controversy arising under or in connection with this Agreement shall be brought only in a court located in Santa Clara County, California, and the parties consent and submit to the personal and subject matter jurisdiction and venue of such courts. The parties may execute and deliver this Agreement by signing the signature page and electronically transmitting a facsimile thereof.

Signatures

<b>Tarana Wireless, Inc.</b>  By _____ Signature  Printed Name _____  Title _____	[Name of Purchaser]  By _____ Signature  Printed Name _____  Title _____
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