

required to properly evaluate a potential investment with Siris Capital. You agree, if at any time you or the organization you represent, as applicable, is not or ceases to be a Qualified Investor, to inform Siris Capital, to return or destroy any printed materials or other Confidential Information you have received.

8. You acknowledge that certain materials included in the Confidential Information may have been prepared by third parties (such materials, "*Third-Party Materials*"), and acknowledge that while such Third-Party Materials have been obtained from sources believed to be reliable and current, their accuracy cannot be guaranteed and in certain cases, the Information contained therein has not been updated through the date hereof. You understand and agree that neither Siris Capital nor the Fund makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained in the Third-Party Materials, and nothing contained therein should be relied upon as a promise or representation as to past or future performance of the Fund or other private funds sponsored or managed by Siris Capital (such private funds, together with the Fund, the "*Siris Funds*") or any other entity. To the extent that such Third-Party Materials contain references to the historical performance of Siris Capital, you agree to consider the information therein only in the broader context of the information prepared by Siris Capital.

9. You understand that the Confidential Information does not constitute an offer to sell or a solicitation of an offer to buy an interest in any security or other investment with Siris Capital, and no such interest will be offered or sold to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities law of such jurisdiction. You understand that it is your obligation to familiarize yourself with the applicable securities laws of my jurisdiction.

10. You understand that the Confidential Information may contain information regarding the historical investment returns of Siris Capital and Siris Funds and that there can be no assurance that any such investments or Siris Funds will continue to generate similar returns, or that any other investment or Siris Funds will generate comparable returns. You understand and agree that past performance is not necessarily indicative of future results, and that a broad range of risk factors could cause the Fund to fail to meet its investment objectives. You understand that any investment with Siris Capital may yield results that are significantly different from that shown in the Confidential Information and that proceeding with a potential investment with Siris Capital may result in the loss of some or all of your invested capital. You understand and agree that prior to making a commitment to the Fund, you will carefully review the Confidential Information and, when available, any definitive documents relating to the Fund, including the "Risk Factors" section of the relevant private placement memorandum.

11. You acknowledge that you will review Appendix A hereof titled "Legal Disclaimers and Other Important Information" prior to reviewing any Confidential Information provided to you and agree that you shall treat all Confidential Information as if all of the provisions of such Legal Disclaimers and Other Important Information were incorporated directly into each such document.

12. This Nondisclosure Agreement is nonassignable and nontransferable by you. You agree that the laws of the State of New York, without regard to principles of conflict of laws, will