

govern this Nondisclosure Agreement and any dispute of any sort that may arise between you and Siris Capital. You hereby consent to the jurisdiction of the federal and state courts in New York for the purpose of resolving any dispute in connection with your use of the Confidential Information. Siris Capital may seek injunctive or other appropriate relief in any state or federal court in the State of New York, and you consent to exclusive jurisdiction and venue in such court. This Nondisclosure Agreement may be modified or waived only in an agreement signed by both you and Siris Capital. The confidentiality obligations under this Nondisclosure Agreement shall be continuing and shall survive termination of any other agreement between you and Siris Capital, if any, except to the extent the Confidential Information is covered by paragraph 4 above. If any provision in this Nondisclosure Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Nondisclosure Agreement shall be entitled to recover attorneys' fees and costs. This Nondisclosure Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.