

## SIRIS PARTNERS IV, L.P. and SIRIS PARTNERS IV PARALLEL, L.P.

## NONDISCLOSURE AGREEMENT

In connection with the request by \_\_\_\_\_ (“you”) to review certain diligence related information in connection with a potential investment by you in Siris Partners IV, L.P. and Siris Partners IV Parallel, L.P. (the “Fund”), formed and sponsored by Siris Capital Group, LLC (such entity and all of its affiliated persons, entities and investment funds it manages or sponsors, including any entity the formation of which is currently contemplated, collectively referred to herein as “Siris Capital”), Siris Capital or Deutsche Bank Securities Inc. may provide you with certain information via email, by granting you access to its online due diligence data room, or otherwise, to assist you in your evaluation of such potential investment (any such information will herein be referred to as “Confidential Information”).

In consideration of your receipt of Confidential Information, you agree as follows:

1. You acknowledge that Siris Capital is and will be in possession of confidential information, including, but not limited to, the Confidential Information, the improper use or disclosure of which could have a material adverse effect upon Siris Capital or upon one or more of its investors or current or prospective portfolio companies.

2. You acknowledge and agree that any and all Confidential Information is being provided to you for information purposes only for purposes of evaluating a potential investment in the Fund and is confidential, proprietary and trade secret information and shall not, without the prior written consent of Siris Capital, be disclosed to any person, other than to (i) your accountants and attorneys who are bound by a professional or ethical duty of confidentiality or your employees having a need to know such information and are similarly bound by an obligation of confidentiality (such persons, as described in this subclause (i), your “Representatives”); provided that you shall cause each of your Representatives, if any, to whom Confidential Information is disclosed, to comply with this Agreement as if such Representative is a party hereto to the same extent as you and you shall be responsible for the failure of any of your Representatives to so comply, or (ii) persons or entities having regulatory authority over you to the extent required by applicable law, regulation or regulatory inquiry; provided that such persons or entities are advised of the confidential nature of the information. The foregoing requirements of this paragraph 2 shall not apply to you with regard to any information that you can document at the time was publicly known or readily available in the absence of any improper or unlawful action. In the event that you are, or to your actual knowledge, any of your Representatives are, required in any judicial, administrative or regulatory proceeding (including in connection with any pre-trial discovery) to disclose any Confidential Information, you or your Representatives shall give Siris Capital prompt written notice of such request, if legally permissible, so that Siris Capital may seek an appropriate protective order; provided, no such notice shall be required with respect to disclosure requested by persons having regulatory authority over Siris Capital, you or your Representatives in a routine examination of you or your Representatives not specific to Siris Capital or the Fund. If Siris Capital elects to seek a protective order or otherwise challenge the disclosure request or seek to resist or minimize such disclosure, you agree to cooperate (and to cause each of your employees to cooperate and if requested by Siris Capital, will notify your other Representatives to reasonably

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