

cooperate), with such efforts by Siris Capital. If, in the absence of a protective order, you are, or any of your Representatives is, nonetheless compelled to disclose any such Confidential Information, you may disclose such Confidential Information to the extent and as compelled without liability hereunder; provided that you provide Siris Capital with written notice of the Confidential Information or matter to be disclosed as soon as practicable. You shall not use Confidential Information you receive for any purpose other than evaluating a prospective investment in the Fund.

3. Upon request by Siris Capital or its designated affiliate at any time, you shall (and shall cause your affiliates and employees to, and shall notify your other applicable Representatives of such request to) as promptly as practicable (i) redeliver (or certify in writing to Siris Capital or its designated affiliate the destruction of) all copies, whether paper or electronic, of all materials containing Confidential Information and (ii) destroy all memoranda, notes and other materials prepared by you, your affiliates or Representatives based on such Confidential Information; provided that you may retain Confidential Information as required by applicable law or pursuant to regulatory authority and will not be required to destroy electronic information that is saved on your back-up servers in the ordinary course of business to the extent such information will remain confidential in accordance with the terms hereof.

4. It is acknowledged and agreed that to the extent definitive documentation including confidentiality provisions covering the Confidential Information is executed by you with respect to an investment in the Fund, such provisions shall govern the confidential treatment of Confidential Information related to the Fund rather than this Nondisclosure Agreement. It is further acknowledged that this Nondisclosure Agreement does not apply to information that you have received or may receive as a limited partner of a prior fund managed or sponsored by Siris Capital in which you have invested or that you previously received in connection with reviewing a prior fund managed or sponsored by Siris Capital, which information shall be and remain governed by the definitive documentation with respect thereto.

5. You hereby agree that Siris Capital will not be liable to you with respect to your use or reliance upon any of the Confidential Information in the evaluation of a potential investment in the Fund and that any investment in the Fund will be made solely on the basis of definitive documentation of the Fund.

6. You acknowledge that (i) the Confidential Information may contain material, non-public information and (ii) you are aware of the applicable U.S. federal and state and non-U.S. securities laws that prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

7. You understand that the Confidential Information has been provided to you at your request and to assist prospective investors who are "accredited investors" and "qualified purchasers" (each, as defined in federal securities laws, a "*Qualified Investor*"), in each case as required for investment in the Fund, in making their own evaluation of a potential investment with Siris Capital. You understand that Siris Capital does not represent that the Confidential Information is all-inclusive or that it contains all information that may be desirable, necessary or