

June 9, 2016

Federal Communications Commission  
Authorization and Evaluation Division  
7435 Oakland Mills Road,  
Columbia, MD 21046

RE: Additional Information Regarding Tecore's: **QLJ3GRFN**

To Whom It May Concern:

Tecore hereby attests to the following with respect to the above-cited equipment:

1. This device is not user-installable. Installers of this device and any associated supporting equipment must possess a minimum level of specific technical knowledge (to a level satisfactory to Tecore). Alternatively, such installers must have successfully completed professional training courses conducted by Tecore, or a Tecore-approved certified training partner. This device and any associated supporting equipment are not to be installed (or stored) in any area that is accessible by the public.
2. The technical specifications for the antenna systems to be utilized with the 3GRFN are approved by Tecore as part of the requirement for the sale, installation and final acceptance of the device and any supporting equipment. The maximum specified antenna gain value for the 3GRFN product is 18 dBi for the Band V frequency range.

If I may provide any additional information, please contact me at any time.

Sincerely,

A handwritten signature in blue ink, reading "Deniz H. Hardy".

Deniz H. Hardy, Esq.  
General Counsel  
Tecore, Inc.

(410) 872-6249  
[dhardy@tecore.com](mailto:dhardy@tecore.com)

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into between Tecore Networks, a Texas corporation with offices at 7030 Hi Tech Drive, Hanover, Maryland 21076 USA ("Tecore"), and the company identified below ("Company"), which may be referred to as the "Parties" or a "Party."

**1. Confidentiality.** (a) A Party who receives Confidential Information ("Receiver") shall maintain the information in strict confidence and shall not use the information in any manner except for the purpose it was disclosed. "Confidential Information" means all information of any nature and in any form, whether written, oral or recorded, transmitted electronically or by other manner, regarding the business operations, prospects, plans, or affairs of a Party, including any and all financial information disclosed by that Party ("Discloser") to Receiver, or which becomes known to Receiver as a consequence of its relationship or access to Discloser, which information is designated in writing or by appropriate legend as confidential (if disclosed orally, information must be clearly introduced or designated by Discloser as being confidential).

(b) Access to and use of Confidential Information shall be restricted to persons within Receiver's organization having a need to use the information to fulfill the intended purpose of the disclosure. The foregoing may include consultants provided that such third parties have executed a confidentiality agreement no less stringent than this Agreement. Receiver (i) shall inform any person given access to Confidential Information of the confidential nature of the information and the duty to treat the information in accordance herewith, and (ii) shall use the same degree of care regarding Confidential Information that it uses for its own Confidential Information, but at least a reasonable degree of care. This Agreement controls notwithstanding inconsistent statements printed on or associated with disclosed information.

**2. Exceptions.** The obligations above shall not apply to information which (i) is already known to or otherwise in possession of Receiver at the time of receipt and which was not so known or received in violation of any confidentiality obligation; (ii) is in the public domain prior to disclosure; (iii) is rightfully obtained from a third party without restriction or breach of confidentiality obligation; (iv) is developed by Receiver independent of disclosure, as evidenced by written records; or (v) is disclosed pursuant to order of a court, government agency or administrative body of competent jurisdiction provided that Receiver shall notify Discloser prior to such disclosure and shall cooperate if Discloser selects to legally contest, request confidential treatment of, or otherwise avoid such disclosure.

**3. Minimum Installation And Service Requirements.** Tecore devices and supporting equipment contemplated under this Agreement, including, but not limited to, the 3GRFN (and all associated technical documentation), are confidential. Such devices and supporting equipment are not user-installable. Only Tecore or a Tecore-authorized partner may install or maintain the devices and supporting equipment.

**4. Minimum Training Required.** Users of devices and supporting equipment (including all associated technical documentation) are required to possess a minimum level of specific technical expertise, and to receive Tecore-approved certified training. Use of the devices and supporting equipment without completion of Tecore-certified training constitutes misuse, and may void all warranties.

**5. Mandatory Location Of Installation And Storage.** Tecore devices and supporting equipment contemplated under this Agreement, including, but not limited to, the 3GRFN (and all associated technical documentation), are confidential, and may not be installed or stored in a publically-accessible area. Equipment or documentation installed or

stored in a publically-accessible area constitutes misuse, and may void all warranties.

**6. No License.** All Confidential Information is and remains the property of Discloser, who retains title to and all intellectual property, proprietary and other express and implied rights in Confidential Information. Nothing herein grants Receiver any license or other right of use in Confidential Information, or in any patent, trademark or copyright owned or controlled by Discloser.

**7. Independent Development.** Parties acknowledge that the Receiver may be internally developing, or receiving similar information from others, that is similar to the Confidential Information. Nothing herein shall be construed to prohibit the Receiver from developing products, concepts, systems or techniques that are similar to, or that compete with those contemplated by or embodied in the Confidential Information, if, and only if, the Receiver does not violate this agreement in so doing.

**8. No Further Obligation.** Nothing herein obligates either Party to enter into any further agreement with the other. Each Party will act as an independent contractor and not as an agent of the other Party, and neither Party has any authority to bind the other.

**9. Breach.** Confidential Information will be disclosed in reliance upon the agreements made herein. Any breach hereof will cause irreparable harm to the non-breaching Party, who shall be entitled to injunction, specific performance and other equitable relief to prevent the breach of this Agreement.

**10. Waiver.** Failure to enforce any provision herein is not a waiver of the right to subsequently enforce such (or any other) provision herein.

**11. Bankruptcy.** The obligations herein shall not be affected by bankruptcy, receivership, assignment, attachment or seizure proceedings, whether initiated by or against Receiver, nor by the rejection of any agreement between the Parties, by a Trustee of Receiver in bankruptcy, or by Receiver as a debtor in possession, or the equivalent of any of the foregoing under local law.

**12. Governing Law.** This Agreement shall be governed and interpreted by the laws of Maryland, without regard to its conflict of laws principles. This agreement shall be deemed amended to delete any provision adjudicated to be illegal, invalid or unenforceable.

**13. Non-Solicitation.** For a period of one year following the termination of this agreement, neither party shall employ or solicit for employment, an employee or contractor of the other.

**14. Entire Agreement.** This writing contains the entire understanding of the Parties with respect to Confidential Information, supersedes all prior communications and understandings, and inures to the benefit of and is binding upon all parent, subsidiary, affiliate and successor organizations of a Party, and their respective legal representatives, successors and assigns. The Agreement may be modified only by written amendment.

**15. Term.** The term hereof is one (1) year from the latest date below. Either Party may earlier terminate this Agreement by giving 30-days prior written notice to the other Party. Receiver's obligation to keep confidential and restrict use of Confidential Information survives termination by three (3) years.

**16. Counterparts.** This Agreement may be executed in counterparts, each to be deemed an original and together constituting one binding Agreement. A signature by facsimile is binding.

**For Tecore:**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State Where Incorporated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT