

## NON-DISCLOSURE AGREEMENT (NDA)

This nondisclosure Agreement (the "NDA") is entered into between **Sequans Communications SA**, a French corporation with offices at 15-55 boulevard Charles de Gaulle, 92700 Colombes, France, for itself and its controlled subsidiaries ("SEQUANS"), and any customer or prospective customer wishing to have access to Sequans Support Cloud Portal and use the available customer technical documentation (the "Party")

**1. CONFIDENTIAL INFORMATION.** Confidential Information includes all SEQUANS' customer technical documentation relating to SEQUANS' products available on the Sequans Support Cloud Portal (such as datasheets, reference manuals, application notes, user's manuals, tools or software) and which SEQUANS considers to be proprietary and/or confidential.

**2. USE OF CONFIDENTIAL INFORMATION.** Confidential Information shall be used by the Party for the sole purpose of product development and SEQUANS' products evaluation. Reverse engineering, decompilation and disassembly is strictly prohibited.

**3. PROTECTION OF CONFIDENTIAL INFORMATION.** The Party acknowledges that SEQUANS claims its Confidential Information as a special, valuable and unique asset. For itself and on behalf of its officers, directors, agents, employees, and controlled subsidiaries, the Party undertakes that it will keep in strict confidence all Confidential Information it has access to on Sequans Support Cloud Portal and that it will not directly or indirectly disclose to any third party any such Confidential Information. The Party agrees to use reasonable care to protect the Confidential Information, and in no event less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance, which it does not desire to have published or disseminated. In addition, the Party agrees to restrict access to Confidential Information to only those employees having a need to know this information. Any Confidential Information shall be identified as such by appropriate markings.

**6. COMPELLED DISCLOSURE.** Should Party be faced with legal action to disclose Confidential Information received under this NDA, such Party shall promptly notify SEQUANS and, upon the request of the latter, shall cooperate with SEQUANS in contesting such disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, the Party shall be liable in damages for any disclosures pursuant to such legal action.

**7. DESTRUCTION OF CONFIDENTIAL INFORMATION.** All Confidential Information disclosed under this NDA shall remain the exclusive property of SEQUANS and shall be destroyed by the Party promptly at SEQUANS' request together with all copies made of such information by the Party.

**8. NO LICENSE.** No license or rights under any patents, copyrights, trade secret or mask rights is granted or conveyed by SEQUANS on its Confidential Information or other information made available to the Party on the Sequans Support Cloud Portal.

**9. NO WARRANTY.** The Party acknowledges and agrees (i) that SEQUANS has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided under this NDA, and (ii) that SEQUANS shall have no liability resulting from the use by the Party of the Confidential Information or such other information.

**10. NO COMMITMENT.** Confidential Information made available to the Party does not and is not intended to represent a commitment to enter into any business relationship with the Party or with any other entity.

**11. EFFECTIVE DATE AND TERMINATION.** This NDA shall be effective from the date of its electronic acceptance by the Party via the Sequans Support Cloud Portal (the "**Effective Date**") and is concluded for an indefinite period, being specified that each Party may terminate this NDA at any time by registered letter to the other. Notwithstanding the foregoing, all obligations with respect to the disclosed Confidential Information will survive for a period of five (5) years from the date of expiration or termination of this NDA.

**12. SEVERABILITY.** Should any provisions of this NDA be found unenforceable, the remainder shall still be in effect.

**13. NO WAIVER.** The failure of any Party to require performance by another Party of any provision of this NDA shall in no way affect the full right to require such performance at any time thereafter.

**14. ENTIRE AGREEMENT.** This NDA is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements relating to such subject. This NDA may not be modified except by a written amendment signed by both Parties.

**15. BINDING EFFECT - ASSIGNMENT** This NDA shall benefit and be binding upon the parties to this NDA and their respective successors and assigns. Neither Party shall assign any of its rights or obligations hereunder, without the prior and written consent of the other Party.

**16. GOVERNING LAW - LITIGATION.** This NDA shall be governed by and construed in accordance with the laws of France, without regard to its conflict of laws principles. Any dispute regarding the performance, interpretation, enforcement, termination of the NDA shall be submitted to the exclusive competence of the Courts of PARIS (FRANCE), notwithstanding plurality of defendants or introduction of a third party. Prior to any referral of a dispute to a Court, the Parties shall attempt to reach an amicable settlement.