

SYNERGIES CLEAN TEAM CONFIDENTIALITY AGREEMENT

This Clean Team Confidentiality Agreement (the *Agreement*) is made and entered into on this 17 day of April 2015,

BETWEEN

- (1) ARRIS Group Inc. (“Arris”); and
- (2) Pace PLC (“Pace”);

(Arris and Pace are referred to separately as a “*Party*” and collectively the “*Parties*”).

WHEREAS

(A) This Agreement is entered into in connection with the calculation of potential synergies (the “*Project*”) in connection with a possible transaction between the Parties and/or their respective Affiliates (the “*Transaction*”).

(B) In connection with the Project, the Parties recognize that in order to carry out the Project, confidential information of both Parties must be analysed together. In order to avoid each Party obtaining such confidential information in relation to the other Party, access to this information will be limited to one named outside counsel for each of the Parties hired in connection with the Transaction (collectively, the “*Clean Team*”). Therefore purpose of the Clean Team is to collect the data that will be used solely for purposes of the Project without either Party having access to the Clean Team Information of the other Party. The Project will be undertaken in a manner that is fully consistent with and in compliance with all relevant antitrust, competition, and shareholder disclosure laws and regulations.

(C) The information sharing arrangements contemplated by this Agreement are self-standing and entirely separate from the clean team arrangements entered into between the Parties in relation to antitrust arrangement and neither Clean Team Member is or will be involved in such arrangements.

(D) The information provided by one Party to the other Party for purposes of the Project shall fall within the scope of this Agreement and disclosure, sharing, or use of such *Clean Team Only Information* is limited to that prescribed in this Agreement. The Clean Team Only Information is strictly limited to the list of information at Annex A.

(E) The Parties have also entered into a non-disclosure agreement (“*NDA*”) dated 19 March 2015 which applies to the exchange of Confidential Information (as defined therein) between the parties leading up to and in the course of the Project, including Clean Team Only Information. The NDA shall be read subject to the terms of this Agreement.

(F) The Parties recognize that Clean Team Only Information contains competitively-sensitive information and acknowledge that its review is subject to the following terms and conditions:

THE PARTIES AGREE as follows:

1. In the event of a conflict arising between the terms of this Agreement and the terms of the NDA, the terms of this Agreement shall prevail in relation to all matters hereto insofar as they relate to the handling of and reporting on Clean Team Only Information.
2. **Clean Team Member** shall mean such outside counsel hired by the Parties in connection with the proposed Project who are listed in **Annex B**.
3. Each Party shall ensure that its nominated Clean Team Member signs a letter in the form set out in Annex C to this Agreement, prior to receiving Clean Team Only Information.
4. The Parties shall limit disclosure and access to Clean Team Only Information to Clean Team Members.
5. Clean Team Members will preserve the confidential nature of Clean Team Only Information and shall not disclose Clean Team Only Information to any other person. Neither the Parties nor any Clean Team Member shall disclose any of the Clean Team Only Information to any third party, unless required by law or court order, and, even then, it shall provide to the other Party at least ten (10) days' notice prior to such required disclosure under the law or court order, provided, however, that if the pertinent law or court order does not permit at least ten days' notice, as much notice as is reasonably practicable under the circumstances. Where a Party is required by law or court order to disclose Clean Team Only Information belonging to the other Party they shall, at the other Party's request and cost, take all reasonable legal steps to resist such disclosure, or obtain assurances that confidential treatment will be accorded to such information.
6. The Clean Team Only Information shall be submitted to the relevant Clean Team Member in writing including e-mail and facsimile. On receipt, the Clean Team Members shall input the Clean Team Only Information into the spreadsheet set out at **Annex D**. The outputs of the spreadsheet contained in column E of tab 3 (*Synergy Range (U\$mm)*) shall not be treated as Clean Team Only Information and shall be shared between the Parties.
7. Clean Team Only Information will be used only for the purposes of the Project. No other use will be made of the Clean Team Only Information, it being recognized that each Party reserves all rights to its own Clean Team Only Information not expressly granted herein.
8. None of the underlying data provided to the Clean Team shall be shared with or provided to the Parties.
9. All Clean Team Only Information required to be maintained in confidence under this Agreement shall remain the property of the producing Party, and all such documents and copies thereof shall be returned to the producing Party upon its request. In the event the Transaction does not take place, all


documents containing Clean Team Only Information shall either be returned or, upon request, be destroyed, with any such destruction certified.

10. All Clean Team Only Information will be kept secure and separate from other records, documents or information, including other Confidential Information. The Parties will take reasonable steps to firewall the Clean Team Only Information to ensure that any person who is not a Clean Team Member cannot access information provided to, or analyses generated by, the Clean Team Members. Any breach or attempted breach of any of these rules will be reported by each Party and/or Clean Team Member to the other Party as soon as possible who shall take all reasonable steps to limit or rectify such breach or attempted breach to the extent possible.
11. This Agreement shall be effective as of the date hereof. The obligations of confidentiality and non-use related to the Clean Team Only Information received under this Agreement shall be binding and, in the event the Project does not take place, continue in force until five (5) years after the date hereof.
12. The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause the Parties to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, each Party agrees that, in addition to any other available remedies, the other Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.
13. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof. No amendment, modification, or waiver of the terms or conditions of this Agreement shall be binding unless placed in writing and acknowledged by the Parties to be bound thereto.
14. Each Party shall take such reasonable measures as may be appropriate to ensure that its Clean Team Member complies with his or her obligations to adhere to the terms of this Agreement, pursuant to the relevant letter in the form set out in Annex C to this Agreement.
15. This Agreement shall be governed by and construed in accordance with the law of England and Wales. Exclusive venue shall be the courts of England and Wales.

For:

ARRIS GROUP INC.

Signed by:



Date :

16 April 2015

Name (Print):

Patrick W. Macken

Position:

SVP and General Counsel

For:

PACE PLC

Signed by:

Date :

Name (Print):

Position:

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15. This Agreement shall be governed by and construed in accordance with the law of England and Wales. Exclusive venue shall be the courts of England and Wales.

For:

ARRIS GROUP INC.

Signed by: _____

Date : _____

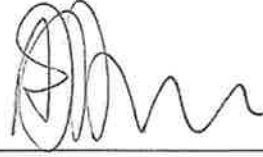
Name (Print): _____

Position:

For:

PACE PLC

Signed by:



Date :

17 April 2015

Name (Print):

Anthony Dixon

Position:

General Counsel & Company Secretary

Annex A

Clean Team Information is limited to the following in relation to each of the Comcast XG1V3, the Comcast RNG150 and the AT&T 5268 produced by Pace and the Comcast Xfinity, Comcast RNG150 and AT&T DSL produced by Arria (each a "**Product**"):

- A. the direct material cost (bill of material costs, including components and software license and royalty costs) per unit in US\$
- B. conversion cost (MVA) per unit in US\$
- C. fulfilment (including logistics and warranty cost) per unit in US\$
- D. range of expected volume to be shipped in calendar year 2015

* * *

Annex B

I.

The Clean Team Member, as defined in section 1 of the Agreement above, for Arris is:

John Romney, Hogan Lovells LLP

II.

The Clean Team Member, as defined in section 1 of the Agreement above, for Pace is:

Mohammed Senouci, Travers Smith LLP

Annex C

1. I, _____, have read the foregoing Clean Team Confidentiality Agreement dated _____ (the ***Agreement***), and agree to be bound by its terms with respect to any Clean Team Only Information that is provided to me as set out in the Agreement.

2. I further agree (i) not to disclose to anyone any Clean Team Only Information other than as set out in the Agreement, and (ii) to use and store Clean Team Only Information only under the terms outlined in the Agreement.

3. I further agree that any Clean Team Only Information provided to me will be used by me only for the Project as identified in the Agreement, and for no other purpose, and will not be used by me in any business affairs or of my own or be imparted by me to any other person other than as set forth in the Agreement.

Signed by: _____

Date: _____

Name (Print): _____

Position: _____

Annex D

Spreadsheet to be attached