

## NON-DISCLOSURE AGREEMENT

This Agreement made this **Day**. day of **Month.**, **Year** by and between Electric Lightwave, LLC, a Delaware limited liability company with offices located at 1201 NE Lloyd Blvd., Ste. 500, Portland, Oregon 97232 and **Company Name**, located at **Address, City, State Zip**.

WHEREAS, the parties have agreed to enter into discussions concerning engaging in a possible business transaction for communications services hereinafter referred to as the ("Transaction"), and

WHEREAS, it is anticipated that to assist the efforts of the parties in evaluating the Transaction, the parties intend to provide to each other and their parent, subsidiary and sister corporations, materials, documents and information and to hold discussions and meetings concerning the Transaction, and

WHEREAS, the parties desire to have any and all such Confidential Information kept in the strictest confidence and maintain their respective exclusive rights in and to the Confidential Information;

NOW THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree, as follows:

1. The parties agree that proprietary and/or confidential information ("Confidential Information") shall be subject to the terms of this Agreement and is defined as: (a) information in written, electronic or other tangible form that is clearly marked or labeled "Proprietary" or "Confidential" or words of similar import; or (b) information orally disclosed that the disclosing party specifically identifies as confidential at the time of disclosure, or thereafter confirms through written documentation provided within thirty (30) days of disclosure to be proprietary and/or confidential; or (c) information which a reasonably prudent person would presume to be confidential by virtue of its content or the manner in which it was disclosed.

2. Each party agrees that it, its affiliates (including parent, subsidiaries, and sister corporations) directors, officers, employees, agents and representatives will hold in strict confidence all Confidential Information received from the other party and the Confidential Information will not be disclosed in any manner whatsoever. The parties further agree that they shall maintain in strict confidence the fact that negotiations or discussions are taking place concerning the proposed Transaction and the substance of any discussions or negotiations regarding the proposed Transaction. Notwithstanding the foregoing, the parties may disclose the fact that negotiations or discussions are taking place concerning the possible Transaction, if in the written opinion of counsel, reasonably satisfactory to both parties, such disclosure is required by law.

3. This Agreement shall remain in full force and effect and each party will continue to hold all Confidential Information in strict confidence until two years from the date of the last disclosure of Confidential Information.

4. The parties further agree that they, their parent, subsidiary and sister corporations, shall use the Confidential Information only in connection with their evaluations of the proposed Transaction and shall not otherwise use any Confidential Information in their respective businesses or disclose it to others in any manner.

5. The parties do not consider themselves to be a member of the general public for the purpose of receiving any of the Confidential Information and shall disclose to their employees Confidential Information only to the extent necessary to allow them to evaluate the proposed Transaction. This Agreement shall not apply to Confidential Information which: (a) is or becomes publicly available through no fault or breach of this Agreement by either of the parties; (b) is intentionally released in writing to the general public by the party disclosing the information; (c) is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement; (d) is previously known or developed by the receiving party independently of the disclosing party; or (e) that which must be disclosed pursuant to or as required by law. The above exceptions (a) through (e) shall be narrowly construed and shall not be interpreted by the receiving party as justification for disregarding the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exception, or otherwise, or because the Confidential Information is implied by but not specifically disclosed in information falling within the exception.

6. No license under any patent now or hereafter obtained or any other license or permit or right of use is granted, agreed to be granted, or implied by either this Agreement, or the disclosure of the Confidential Information. All Confidential Information shall remain the sole and exclusive property of the disclosing party.

7. The parties will not use or sell for their own personal purposes any of the Confidential Information unless specifically authorized by the disclosing party in writing by way of a purchase order, license agreement, or otherwise.

8. The parties further agree not to make or allow to be made any copies or reproductions of any of the Confidential Information unless specifically authorized to do so in writing by the disclosing party.

9. The parties will have appropriate written agreements with their respective employees whose services they may require sufficient to enable them to comply with all the terms of this Agreement.

10. Upon request of a disclosing party or termination or expiration of this Agreement, the receiving party shall return or destroy all Confidential Information and evaluations, notes or other materials that are based upon the Confidential Information. If the Confidential Information is destroyed, an officer of the recipient party shall attest to such destruction.

11. Neither party shall, without the prior written consent of the other party issue any statement, confirm, or otherwise disclose to the general public, to any news media, or to any third party (a) any portion of the Confidential Information, (b) the fact that discussions are taking or have taken place regarding the proposed Transaction, (c) that the parties have exchanged information with a view toward the consummation of an agreement or arrangement involving the Transaction or (d) the existence of this Agreement. In the event that either party reasonably determines that it is required by law to make any such disclosure, said party shall as promptly as possible notify the other and allow such other party a reasonable opportunity to seek an injunction or other equitable relief preventing the proposed disclosure.

12. A disclosing party shall have no liability arising from or relating to any use of or reliance upon any information disclosed to a receiving party pursuant to this Agreement.

13. The parties agree that money damages would not be an adequate remedy for any breach of this Agreement and that, in the event of any breach, the parties shall be entitled to seek injunctive relief or any other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of any action at law or in equity arising from or concerning this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

14. This Agreement shall be governed by the laws of the State of Oregon. There are no understandings, agreements, or representations, expressed or implied, regarding the Confidential Information or the Transaction not specified herein. This Agreement may not be amended except in a writing signed by both parties. This Agreement shall not be assigned or delegated in any manner without the prior written consent of both parties and any attempted assignment or delegation without such prior written consent shall be void.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the date first above written.

**ELECTRIC LIGHTWAVE, LLC**

Full Company Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_