

NON-DISCLOSURE AGREEMENT

("Customer")

State of incorporation or registration:

This Non-Disclosure Agreement ("Agreement") is made as of ("Effective Date") by and between Customer and the Verizon Entities listed in Exhibit A to this Agreement (individually and collectively "Verizon"). The Verizon Entities listed in Exhibit A to this Agreement have authorized Verizon Services Corp. to execute this Agreement on their behalf. Customer and Verizon are hereinafter referred to each, individually, as a "Party," and, collectively, as the "Parties." The term "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with, a Party.

WHEREAS, for the Purpose stated in Section 2 below, Customer and Verizon have agreed to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that one Party discloses to the other Party; and

NOW, THEREFORE, the Parties agree as follows:

1. "Confidential Information" means information that one Party ("Owner") discloses to the other Party ("Recipient") that relates to the Purpose stated in Section 2 below or that, although not related to such Purpose, is nevertheless disclosed as a result of the Parties' discussions, communications, correspondence and/or negotiations in connection with the Purpose, and that should reasonably have been understood by the Recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Owner, an Affiliate of the Owner or to a third party. Confidential Information may be disclosed in written or other tangible form (including, without limitation, on magnetic media) or by oral, visual or other means.

Confidential Information includes, but is not limited to, any and all discussions, communications, correspondence and/or negotiations between the Parties on matters related to the Purpose (as defined in Section 2 below), including, but not limited to, all types of proprietary, technical or business information, installation or equipment standards and documentation, data, know-how, formulas, algorithms, processes, designs, sketches, schematics, photographs, plans, drawings, specifications, samples, reports, customer or distributor names or information, pricing information, market or marketing information, demographic information, software, prototypes, strategies, classified information, financial or tax information, business plans, research, transactions, analyses, costs, projections, requirements, inventions, power supply or power systems, ideas, intellectual property, or other types of nonpublic information. Confidential Information also includes, but is not limited to, the terms of this Agreement and the fact and substance of the discussions, communications, correspondence and/or negotiations.

2. Recipient shall use Confidential Information received from Owner only for the following purposes (the "Purpose"): (a) for the purpose of discussing and negotiating an agreement under which Verizon may make available to Customer services, facilities, equipment, arrangements and the like; (b) for the purpose of discussing and negotiating an agreement under which Customer may make available to Verizon services, facilities, equipment, arrangements and the like; and, (c) for the purpose of discussing and negotiating an agreement under which each Party may make available to the other Party services, facilities, equipment, arrangements and the like. Recipient shall use Confidential Information received from Owner only during the period of time stated in the first sentence of Section 9.

3. Using the same degree of care that Recipient uses to protect Recipient's own confidential or proprietary information of like importance (but in any case using no less than a reasonable degree of care), Recipient shall hold Confidential Information received from Owner in confidence and protect such Confidential Information from disclosure to other persons. Recipient may disclose Confidential Information received from Owner to (a) Recipient's Affiliates who agree, in advance, in writing, to be bound by this Agreement, and (b) to Recipient's employees and independent contractors, and Recipient's Affiliates' employees and independent contractors, who have a need to know such Confidential Information for the Purpose, and who are bound to protect the Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Recipient shall not otherwise disclose Confidential Information received from Owner to any third party without the prior written consent of Owner.

4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

(a) Was publicly known at the time of Owner's communication thereof to Recipient;

(b) Becomes publicly known through no fault of Recipient and the persons to whom Recipient disclosed the Confidential Information pursuant to Section 3 above, subsequent to the time of Owner's communication thereof to Recipient;

(c) Was in Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to Recipient;

(d) Is developed by Recipient independently of and without reference to any of Owner's Confidential Information;

(e) Is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or

(f) Is identified by Owner as no longer proprietary or confidential.

NON-DISCLOSURE AGREEMENT

5. In the event Recipient is required by law or by government regulation or order to disclose any of Owner's Confidential Information, Recipient will promptly notify Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper governmental authority. Recipient agrees to cooperate with Owner in seeking such order or other remedy. Recipient further agrees that if Owner is not successful in precluding the disclosure of the Confidential Information, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise all commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. Owner shall retain all of Owner's right, title and interest in any Confidential Information communicated by Owner to Recipient. Upon written request by Owner or the termination or expiration of this Agreement, all Confidential Information received by Recipient from Owner, including, but not limited to, any copies made by Recipient, promptly shall be returned to Owner or destroyed, and no Confidential Information received by Recipient from Owner shall be retained in any form by Recipient, Recipient's Affiliates, or any employees or independent contractors of Recipient or Recipient's Affiliates.

7. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product. Furthermore, notwithstanding anything contained herein, this Agreement shall not be construed to mean that Verizon agrees that Customer is authorized under the laws of United States or any other jurisdiction to be a provider of any particular service in such jurisdiction, and Customer shall be solely responsible for determining whether it is so authorized and/or for obtaining any such authorization that may be required.

8. Owner shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement.

9. This Agreement shall become effective as of the Effective Date and shall automatically expire three (3) years thereafter, provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of Recipient's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

10. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of this Agreement, the Owner shall be entitled to specific performance and injunctive or other equitable relief as a

remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

11. Neither Party shall assign any of its rights or obligations under this Agreement, except to a successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

12. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

13. Any and all discussions, communications, correspondence and/or negotiations shall be without prejudice to either Party's rights. In addition, none of the statements made or information exchanged by the Parties during the course of the discussions, communications, correspondence and/or negotiations shall be deemed to be admissions, nor shall any such statements or information be admissible in any proceedings, hearing or trial before any court, administrative or regulatory body or any arbitrator.

14. This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures concerning such subject matter; (b) may not be amended or in any manner modified except by a written amendment signed by authorized representatives of both Parties (including, but not limited to, by a written amendment in an electronic form signed electronically by authorized representatives of both Parties); and (c) shall be governed and construed in accordance with the laws of the State of New York without regard to its choice of law provisions.

15. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

16. Any written notice either Party may give the other Party concerning the subject matter of this Agreement shall be in writing and be given or made by means of U.S. certified or registered mail, proper postage or other charges paid, and addressed or directed to the respective persons as set forth below. A notice shall be deemed served or delivered to the addressee or its office when actually received at the address as shown by the certified or registered mail return receipt. A Party may, by written notice, designate a different address for notices, requests or other communications or different or additional persons to be notified or to receive requests or other communications under this Agreement by sending written notice in accordance with this section.

NON-DISCLOSURE AGREEMENT

Customer shall send all notices under this Agreement to Verizon, to:

Vice President & Deputy General Counsel
Verizon Global Wholesale
1320 North Court House Road
9th Floor
Arlington, Virginia 22201
U.S.A.

with a copy to:

Director-Negotiations
Verizon Global Wholesale
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
U.S.A.
Facsimile Number: (877) 294-3616
Internet Address: wmnotices@verizon.com

Verizon shall send all notices under this Agreement to Customer, to:

Customer Legal Entity Name

Attn To:

Address:

City, State, Zip:

Country:

Phone:

Email:

17. Each Party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. Customer acknowledges that proprietary data, know-how, hardware, software, technology, devices and other materials and information obtained from or provided to Verizon under this Agreement may be protected under, and subject to, the United States (US) Government import and export control laws, as well as those of a non-US equivalent; accordingly, their use, import, export and re-export, may be restricted, prohibited or necessitate securing licenses which either Customer or Verizon will obtain or with respect to which will provide information for the securing thereof, depending on who is designated as the importer and exporter in the transaction; provided, however, that Verizon in its sole discretion may elect not to secure, or provide information for the securing of, any such license if Verizon determines in its sole discretion that the information should remain subject to the restriction or prohibition that would apply in the absence of such a license.

18. For the avoidance of any doubt, this Agreement may be signed electronically and the Agreement and the signatures may be recorded and stored in an electronic form.

[SIGNATURE PAGE FOLLOWS]

NON-DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

CUSTOMER SIGNATURE BLOCK

SIGNOR NAME
TITLE
COMPANY

VERIZON SIGNATURE BLOCK

REVIEW

NON-DISCLOSURE AGREEMENT

EXHIBIT A

VERIZON ENTITIES

Verizon Services Corp.
GTE Southwest Inc.
MCI Communications Services, Inc., d/b/a Verizon Enterprise Services
MCI International Services, Inc.
MCI International, Inc.
MCImetro Access Transmission Services LLC
MCImetro Access Transmission Services of Massachusetts, Inc.
MCImetro Access Transmission Services of Virginia, Inc.
Terremark North America, LLC
Verizon Enterprise Network Services Inc.
Verizon California Inc.
Verizon Delaware LLC
Verizon Florida LLC
Verizon Long Distance LLC
Verizon Maryland LLC
Verizon Network Integration Corporation
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon North LLC
Verizon Online LLC
Verizon Pennsylvania LLC
Verizon Select Services Inc.
Verizon South Inc.
Verizon Virginia LLC
Verizon Washington, DC Inc.