

INFORMATION EXCHANGE AND NON-DISCLOSURE AGREEMENT

THIS INFORMATION EXCHANGE AND NONDISCLOSURE AGREEMENT ("Agreement") is dated and effective as of _____, 20__ ("Effective Date"), by Windstream Services, LLC, whose principal place of business is 4001 N. Rodney Parham Road, Little Rock, Arkansas 72212, on behalf of itself and its Affiliates (collectively, "Windstream"), and _____, whose principal place of business is _____ ("Company"). The terms "Windstream" and "Company" include authorized consultants, agents, or other representatives. The terms "Recipient" and "Discloser" refer to Windstream or Company, as the case may be.

RECITALS

A. Windstream and Company acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information and company-sensitive data, considered to be confidential, valuable and proprietary by Discloser, for the sole purpose of evaluating, discussing, and negotiating certain _____ arrangements (the "Project"). Windstream and Company further acknowledge that no information or data disclosed under this Agreement to any Recipient for purposes of the Project may be used, disclosed, or otherwise relied upon by Recipient for any other purpose and that exchange of such information does not create any obligation by any party other than to protect the information pursuant to the terms set forth in this Agreement.

B. Such information may include, but is not limited to, technical and financial plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by Discloser and the fact that discussions or negotiations are or may be taking place with respect to a transaction or project involving Windstream and Company (collectively, "Confidential Information"). "Affiliates" means any company or other entity, directly or indirectly, in whole or in part controlled by, controlling or under common control with Windstream or Company.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Windstream and Company agree as follows:

1. Recipient will protect Confidential Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Confidential Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Discloser shall not be deemed to have made any covenant, warranty or representation as to the accuracy or completeness of any Confidential Information disclosed by it, and Discloser and its Affiliates shall have no liability resulting from the use of any Confidential Information by Recipient.
2. Recipient agrees to use Confidential Information solely in connection with the Project and for no other purpose. Except for PII, Recipient may provide Confidential Information only to Recipient's employees, Affiliates, consultants, contractors,

and agents who: (a) have a substantive need to know such Confidential Information in connection with the Project; (b) have been advised of the confidential and proprietary nature of such Confidential Information; and (c) have agreed to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access. Recipient shall be responsible for any breach of this Agreement by any person to whom Recipient provides Confidential Information pursuant to this paragraph, and shall agree to indemnify, defend, and hold harmless the Discloser from and against all third-party claims, lawsuits, actions, demands, penalties, fines, sanctions, damages, losses, costs, expenses, and fees arising out of or related to the Recipient's use or misuse of Confidential Information.

3. Confidential Information does not include:
 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; and
 - e) any information Recipient independently develops without use of or reference to Confidential Information.
4. If Recipient is required to provide Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.
5. Recipient may make tangible or electronic copies, notes, summaries or extracts of Confidential Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
6. Confidential Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Confidential Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Confidential Information has been returned or destroyed.

PRIVATE/PROPRIETARY/SECURE

7. Recipient will not identify Discloser, its Affiliates or any other owner of Confidential Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Confidential Information to Recipient.
8. Windstream and Company acknowledge that the Confidential Information disclosed by Discloser may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Recipient shall not use any such CPNI for any reason other than in connection with the Project. Recipient shall not allow the use of, access to, or disclosure of such CPNI to any other party, including Affiliates of Recipient, unless required to make such disclosure under force of law. Recipient shall take all necessary steps to maintain the confidentiality of such CPNI while in Recipient's possession.
9. Windstream and Company acknowledge that the Confidential Information disclosed by Discloser may include personally identifiable information ("PII") which is information that is reasonably likely to enable identification of a specific individual and make personal information about them known. Examples include, but are not limited to, date of birth, address, gender, race, email address, and employee number. PII also includes: (i) sensitive PII that poses special risks to the financial or privacy interests of a person if misused and includes any information that is subject to security and breach notification requirements under federal and state law. Examples include, but are not limited to, social security number, drivers license number, payment card numbers, financial account numbers, and passwords or other access codes; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, §6809(4); and (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103. Recipient shall not disclose PII to any third party unless authorized in writing by Discloser. Recipient must notify Discloser immediately upon obtaining knowledge of a data security breach that could involve PII.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all Confidential Information until two (2) years after the date of final disclosure of Confidential Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Confidential Information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either Windstream or Company to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by Windstream and Company.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient, therefore, agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement, and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement shall be governed and construed by Arkansas law, without regard to its choice of law provisions. Jurisdiction and venue for any action to enforce this Agreement shall be properly in the applicable federal or state court in Pulaski County, Arkansas.
17. Each party shall comply with all applicable laws and regulations regarding the import, export and re-export of any product, technical data, and other information or materials exchanged hereunder.
18. This Agreement is the entire agreement with respect to exchange of information between Windstream and Company hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement:

Windstream:

Company:

By:

(Authorized Signature)

By:

(Authorized Signature)

Name:

(Print or Type)

Name:

(Print or Type)

Title:

Title:

PRIVATE/PROPRIETARY/SECURE

No disclosure outside Windstream and Company except by written agreement of both parties.

Rev. 2-28-2015