

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”), dated as of _____, 200__, is entered into between Alltel Communications, LLC (“Alltel”), a Delaware limited liability company whose principal place of business is One Allied Drive, Little Rock, Arkansas 72202, and _____, a _____ whose principal place of business is _____ (“Vendor”).

For purposes of this Agreement, the party providing Confidential Information (as that term is defined below), and such party’s Affiliates (as that term is defined below), shall be referred to collectively as the “Transmitting Party”, and the party receiving the Confidential Information, and such party’s Affiliates, shall be referred to collectively as the “Receiving Party”. This Agreement is made in order for each party to obtain from the other Confidential Information for the sole purpose of permitting the parties to explore a potential business transaction or relationship involving the parties.

The parties hereto agree as follows:

1. As used herein, “Confidential Information” shall mean any and all information furnished or disclosed, in whatever form or medium, concerning a Transmitting Party, including, without limitation, such Transmitting Party’s intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, product or service specifications, manuals, agreements, economic and financial information, marketing plans, data, reports, analyses, compilations, statistics, summaries, studies, customer proprietary network information as defined in 47 U.S.C. 222, and any other materials or information, or any materials based thereon, whether written or oral, furnished directly or indirectly by a Transmitting Party or any of such Transmitting Party’s directors, officers, employees, agents, attorneys, accountants, advisors and other representatives (collectively, the “Representatives”). Any technical or business information of a third person furnished or disclosed by the Transmitting Party to the Receiving Party shall be deemed “Confidential Information” of the Transmitting Party and subject to the terms of this Agreement. The term “Confidential Information” shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement, unless such information is personally identifiable information of any of the Transmitting Party’s customers, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Transmitting Party or its Representatives that is not bound by a confidentiality or similar agreement prohibiting the disclosure thereof, unless such information is personally identifiable information of any of the Transmitting Party’s customers, (iii) is within the Receiving Party’s possession prior to being furnished, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was already in the Receiving Party’s possession at time of disclosure by the Transmitting Party, or (iv) has been independently developed by the Receiving Party, provided the Receiving Party can establish with appropriate documentation that the same or substantially similar data or information was developed by the Receiving Party without reference to, use of, or reliance upon the data or information disclosed by the Transmitting party.

2. As used herein, "Affiliates" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any person, entity, or enterprise, the power, directly or indirectly, either to (i) vote a majority of the voting shares or other voting interests in such person, entity, or enterprise for the election of directors or other governing body of such person, entity, or enterprise or (ii) direct or cause the direction of the management and policies of such person, entity, or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

3. During the term of this Agreement, as specified in paragraph 17 (the "Term"), the Receiving Party and its Representatives shall keep Confidential Information confidential and shall not, without the Transmitting Party's prior written consent, disclose any of the Confidential Information in any manner whatsoever, in whole or in part. The Receiving Party agrees to reveal the Confidential Information only to Representatives who need to know, who are informed by the Receiving Party of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

4. Without the Transmitting Party's prior written consent, the Receiving Party shall not disclose to any person, entity, or enterprise the fact that the Confidential Information has been made available, the existence of discussions concerning a possible transaction or relationship involving the parties or any of the terms, conditions, or other facts with respect to any such possible transaction, including, without limitation, the status thereof.

5. Nothing herein shall be construed as granting any right or license under any copyrights, inventions, patents, trademarks, tradenames, trade secrets, know-how, or any other property right, now or hereafter owned or controlled by the Transmitting Party. The Receiving Party acknowledges and agrees that it will use the Confidential Information solely for the purpose contemplated by this or any agreement hereafter entered into by and between them and for no other purposes of any kind whatsoever.

6. Within a reasonable time after the Transmitting Party's written request at any time during the Term, the Receiving Party shall promptly redeliver all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes, or other writings whatsoever based on the information contained in the Confidential Information shall be returned or destroyed, and such return or destruction shall be certified in writing to the Transmitting Party by an authorized officer of the Receiving Party supervising the return or destruction. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information for the remainder of the Term.

7. The Receiving Party acknowledges the competitive value and confidential nature of the Confidential Information and that disclosure thereof to any third party could be competitively harmful to the Transmitting Party. In the event that the Receiving Party or any party to whom it transmits the Confidential Information in accordance with the terms and conditions of this Agreement becomes legally compelled to disclose any of the Confidential

Information, the Receiving Party shall provide the Transmitting Party with prompt written notice, so that the Transmitting Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required and the Receiving Party shall exercise its reasonable best efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

8. The Receiving Party acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that would result to the Transmitting Party if information contained therein were to be disclosed to any third party or used for any purpose not contemplated under this Agreement, money damages would not be sufficient remedy for any breach of this Agreement by the Receiving Party, and that, in addition to all other rights and remedies, the Transmitting Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection therewith.

9. Except for the obligations set forth herein, no obligation of any kind is assumed or implied against either party by virtue of the disclosure of Confidential Information, or by the meetings and conversations between the parties with respect to the subject matter hereof or with respect to whatever Confidential Information is exchanged. Each party acknowledges that this Agreement and any meetings and communications of the parties shall not constitute an offer, request, or contract with the other to engage in any research, development, or other work, nor constitute an offer, request, or contract involving a business transaction or relationship between the parties. Notwithstanding anything else to the contrary, this Agreement shall not be construed to impair or restrict either party's or any of its Affiliates' right to develop, provide, use, acquire, procure, sell, or market jointly or individually, communication products or services, now or in the future, or enter into any agreement, contract, relationship, partnership, or joint venture with another party regarding the development, provision, use, acquisition, procurement, sale, or marketing of communication products or services in any manner whatsoever.

10. No failure or delay by the Transmitting Party 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 of any right, power, or privilege hereunder.

11. The parties expressly acknowledge and agree that Confidential Information is provided "AS IS." TRANSMITTING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND EXPRESSLY DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflicts of law principles. All judicial proceedings to be brought with respect to the Agreement or any other dispute between the parties hereto shall be brought in any state or federal court located in Little Rock, Arkansas (the "Court") and by execution and delivery of this Agreement, the parties hereto each accepts generally and unconditionally the exclusive jurisdiction of the Court and irrevocably waives any objection (including, without limitation, any objection of the laying of venue based on the

grounds of forum non-conveniens) which either of them may now have or hereafter have to the bringing of any such action or proceeding with respect to this Agreement or any other dispute in the Court.

13. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

14. The parties hereto agree that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties covering the subject matter hereof, supersedes all prior agreements and understandings concerning such subject matter, whether oral or written, and cannot be amended except in writing executed by an authorized representative of each party.

15. Neither party shall have the right to assign this Agreement, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld. Upon such assignment, all obligations and duties of the assigning party under this Agreement shall continue to bind such assigning party and be binding on all successors in interest and permitted assigns of such party.

16. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same document.

17. The term of this Agreement shall begin on the date of this Agreement and end on the date that is the later of (a) three years after the date of this Agreement, or (b) three years after the date of termination of any other agreement made by and between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first indicated above.

Alltel Communications, LLC

Vendor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____