



**Non-Disclosure Agreement
Between Fidium Fiber and Access
Carrier**

Access Carrier (AC) / Toll Reseller Name:

This Agreement, made this ____ day of _____ 20____ between _____

having its principal place of business at _____

(Hereinafter "AC") and Fidium Fiber, having its principal place of business at 121 South 17th St, Mattoon, IL 61938 (hereinafter Fidium Fiber).

WHEREAS, AC desires that Fidium Fiber provide AC with certain customer lists and information (hereinafter "Customer Lists") as set forth in the Access Customer CARE Order Form.

WHEREAS, said Customer Lists are a valuable asset of Fidium Fiber and contain proprietary information of Fidium Fiber:

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings set forth herein, the parties agree as follows:

1. Fidium Fiber shall make available to AC the Customer Lists described in the Access Customer CARE Order Form.
2. Fidium Fiber shall use reasonable efforts to provide AC with accurate and complete Customer Lists. However, Fidium Fiber makes no warranties, express or implied, as to the accuracy or completeness of the Customer Lists and in no event shall Fidium Fiber be held liable for any indirect, special or consequential damages, or loss of profits of any kind.
3. All Customer Lists provided pursuant to this Agreement shall, notwithstanding such disclosure to AC, be deemed the property of Fidium Fiber and said Lists and all copies thereof shall be returned to Fidium Fiber upon Fidium Fiber's request.
4. The Customer Lists are proprietary information of Fidium Fiber. AC shall keep the Customer Lists confidential. AC shall not sell or otherwise dispose of the Customer Lists. All information contained in these records must be used in accordance with FCC orders, rules and regulations.
5. The Customer Lists shall be held in confidence by AC, and its employees and agents, and shall be disclosed to only those of AC's employees or agents who have a need for it in connection with maintaining the accuracy of AC's PIC orders.



6. Any use of the Customer Lists which violates the above terms and conditions may result in Fidium Fiber's refusal to provide AC with other Customer Lists or other customer information or reports. In addition, Fidium Fiber may seek other legal remedies available to it for AC's violation of any term or condition of the Agreement.
7. AC agrees to indemnify and save Fidium Fiber harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees or account thereof) that may be made by anyone resulting from AC's use of the Customer Lists. AC agrees to defend Fidium Fiber, at Fidium Fiber's request, against any such liability, claim or demand. Fidium Fiber retains the right to provide its own counsel, at AC's expense, if AC's counsel is unacceptable to Fidium Fiber. Fidium Fiber agrees to notify AC promptly of any written claims or demands against Fidium Fiber for which AC is responsible hereunder.
8. This Agreement constitutes the entire agreement and understanding between the parties with respect to the provision of Customer Lists and supersedes all prior agreements and understandings whether written or oral. No modification hereof shall be valid unless in writing and signed by the party against whom such modifications or waiver is sought to be enforced.
9. This Agreement shall be construed in accordance with the laws of the State of Illinois. IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of

_____ 20____.

AC/Reseller

Name: _____

Title: _____