

Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is effective as ("Effective Date"), between New Cingular Wireless National Accounts LLC a Delaware limited liability company, with its corporate office located at 5565 Glenridge Connector, Atlanta, GA 30342 ("Cingular," "we" or "us"), and ("Recipient," "you" or "your").

WHEREAS, Cingular provides wireless services to its business customers pursuant to national account agreements ("Cingular Service Agreements");

WHEREAS, the Cingular Service Agreements provide, among other things, that those Cingular Service Agreements and certain Cingular information provided to Cingular's customers in connection therewith must be kept confidential;

WHEREAS, Recipient has agreed to provide certain of Cingular's customers with certain telecommunications services including, without limitation, third party contract management services and re-billing services pursuant to a separate contract between those customers and Recipient (individually, a "Management Contract", collectively, "Management Contracts") (for purposes of this Agreement, any entities that have entered into an Cingular Service Agreement and have also entered into a Management Contract will be referred to individually as a "Customer" and collectively as "Customers");

WHEREAS, in order to perform the services contemplated by the Management Contracts, Recipient may require access to certain information protected as confidential in connection with the Cingular Service Agreements;

WHEREAS, Recipient and Customers have asked Cingular to allow those Customers to disclose certain otherwise confidential information to Recipient to allow it to perform the services contemplated by the Management Contract;

WHEREAS, Cingular has agreed to allow Customers to disclose such confidential

information to Recipient under certain conditions including, without limitation, the condition that Recipient execute and abide by this Agreement;

WHEREAS, Cingular agrees to allow Customers to disclose and Recipient to receive such confidential information pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, based on these premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cingular and Recipient hereby agree as follows:

1. As used in this Agreement, confidential information "Information" means (a) the existence and content of the Cingular Service Agreements; (b) the existence of, content of, and discussions that gave rise to this Agreement, including, but not limited to the fact that there have been, or will be, discussions or negotiations covered by this Agreement; (c) all information generated by Cingular that (i) Recipient may obtain in connection with the Management Contract; and/or (ii) Recipient otherwise learns in the course of discussions or business dealings with, or its physical or electronic access to Customer's premises that has been identified as being proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary and confidential, including, but not limited to, Cingular rate plans and billing information; and (d) all information generated by Cingular that concerns the existence and nature of Cingular's business relationship with Customer including, without limitation, procedures and results concerning any dispute resolutions. In addition, although Cingular has not authorized Recipient to access the Wireless Information Navigator Advantage™ software ("WIN") regarding Customer, to the extent Recipient otherwise obtains a copy or copies of WIN compact discs regarding Customer, Information hereunder includes any and all aspects of WIN including, without limitation, its source code, format, style, and/or all information

contained thereon. Information may be contained in any format, including tangible or intangible formats.

2. Recipient will keep the Information in confidence and, except as expressly provided in this Agreement, will not disclose it to anyone, including, but not limited to, Cingular's customers or competitors, without Cingular's prior written consent. Recipient may use Information only as is absolutely necessary for it to perform the contract management services and re-billing services contemplated by the Management Contract. Recipient may share the Information only with Customer. Recipient will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

3. Cingular's Information does not include:

- a) any information we publicly disclose;
- b) any information we in writing authorize you to disclose without restriction;
- c) any information you already lawfully know at the time we disclose it to you, without an obligation to keep it confidential;
- d) any information you lawfully obtain from any source other than us, provided that such source lawfully disclosed such information; or
- e) any information you independently develop without use of or reference to the Information.

You will bear the burden of proof in showing the applicability of one or more of the foregoing exclusions.

4. If you are required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, you must first provide us with prompt written notice of such requirement and cooperate with us to appropriately protect against or limit the scope of such disclosure. To the

fullest extent permitted by law, you will continue to protect as confidential and proprietary all Information disclosed by you in response to a written court order, subpoena, regulation or process of law.

5. You will use Information only as defined and outlined in this Agreement and for no other purpose. You may provide Information only to your employees who: (a) have a substantive need to know such Information in connection with the Project; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with you in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. You will not disclose Information to your Affiliates, consultants, independent contractors, agents or other third parties except upon specific prior written authorization by Cingular and subject to written terms and conditions no less restrictive than the provisions stated in this Agreement. "Affiliates" means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto or under common ownership, in whole or in part, with a party, unless such Affiliate is in competition with the Discloser.

6. You will not identify Cingular, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Cingular. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to you.

7. Information provided to you in written or other tangible or electronic form will be marked with a confidential and proprietary notice, or if provided orally or visually will be designated as confidential and proprietary at the time of such disclosure or within a reasonable period thereafter. In addition, any information provided to, or received by,

you (including information visually observed by you while on Cingular's premises) that is by its nature and content reasonably distinguishable as the confidential and proprietary information of Cingular but is not specifically marked or orally designated as confidential and proprietary by Cingular, will be treated as Information subject to the obligations of this Agreement.

8. You may make tangible or electronic copies, notes, summaries or extracts of 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. All Information provided orally or visually by Cingular and reduced by you to tangible or electronic notes, summaries or extracts must be marked by you as Cingular's confidential and proprietary Information.

9. All Information remains at all times Cingular's property. Upon Cingular's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Cingular or destroyed, and you will provide us with written certification stating that such Information has been returned or destroyed.

10. You acknowledge and agree that any breach or threatened breach of this Agreement is likely to cause Cingular and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. You therefore agree that Cingular 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.

11. This Agreement is not a commitment by Cingular to enter into any transaction or business relationship with you, nor is it an inducement for you to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties. All Information is provided to you 'as is,' and Cingular makes no warranties or representations with respect to its content, accuracy or completeness.

12. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and permitted assigns, as the case may be. You may not assign this Agreement except by prior written consent of Cingular, and any attempted assignment without such authorization is void.

13. 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.

14. The term of this Agreement and your obligations hereunder commence on the Effective Date and extend with regard to all Information until two (2) years after the date of final disclosure of Information hereunder. Thereafter, your obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

15. No forbearance, failure or delay by Cingular 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.

16. This Agreement shall be deemed executed in the State of Georgia, U.S.A.,

and is to be governed and construed by Georgia law, without regard to its choice of law provisions. The parties agree that non-exclusive jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Georgia.

17. This Agreement is the entire agreement between the parties 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:

New Cingular Wireless National Accounts, LLC on behalf of itself and its Affiliates

By: _____

Print Name: _____

Title: _____

Date: _____

Print Name: _____

Title: _____

Date: _____