

EXHIBIT B

Nondisclosure Agreement

THIS AGREEMENT, effective as of the date written below (“Effective Date”), is made and entered into by and among the Corporation for Education Network Initiatives in California, Inc., a non-stock, California public benefit corporation (“CENIC”) and _____ (“Service Provider”).

WITNESSETH

WHEREAS, CENIC will provide to Service Provider certain confidential, nonpublic and proprietary information in connection with Service Provider’s interest in providing service to CENIC (“Capacity”) and CENIC desires that any such information be kept confidential by Service Provider and its Representatives (as hereinafter defined); and

WHEREAS, in consideration of the disclosure of the information, Service Provider is willing to keep the information of CENIC confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, Service Provider hereby agrees as follows:

1. Confidentiality. Service Provider may use Confidential Information (as hereinafter defined) received from CENIC only in connection with the service provided to CENIC. As used herein, “Confidential Information” means all network maps, data, reports, analyses, compilations, studies, interpretations, forecasts, projections, strategic plans, records and other materials (in whatever form maintained, whether documentary, computer storage or otherwise) (“Documents”), provided to Service Provider by or on behalf of CENIC, that contain or otherwise reflect information concerning CENIC and all Documents, whether prepared by CENIC, Service Provider, their Representatives (as hereinafter defined) or others, that contain or otherwise reflect or are based upon, in whole or in part, any Confidential Information. Confidential Information shall not be disclosed to any third party other than to the Representatives (as hereinafter defined) of Service Provider who have a need to know such information in connection with the Capacity. As used herein, “Representatives” means, individually or collectively, the controlled affiliates of either Party, as the case may be, and the respective directors, officers, employees, accountants, attorneys, agents, and controlling persons of either Party, as the case may be. Service Provider shall be responsible for any breach of this Agreement by any of its Representatives (including Representatives who, subsequent to the first date of disclosure of Confidential Information hereunder, become former Representatives). The foregoing shall not prevent Service Provider from disclosing Confidential Information which (1) belongs to Service Provider, (2) is already known or received by Service Provider without an obligation of confidentiality or any breach thereof by Service Provider or a third party, (3) is publicly known or becomes publicly known through no unauthorized act of Service Provider, (4) is independently developed by Service Provider without use of Confidential Information or (5) is approved in writing by CENIC for disclosure. In the event that Service Provider or any of its Representatives becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any Confidential Information, Service Provider shall provide CENIC with prompt written notice

thereof (unless such notice is prohibited by law) so that CENIC may seek a protective order or other appropriate remedy, or both, or waive in writing compliance with the provisions of this Agreement. Failing the entry of a protective order or other appropriate remedy or receipt of a written waiver hereunder, Service Provider shall furnish only that portion of the Confidential Information which it is advised by its legal counsel it is legally required to furnish and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. All Confidential Information shall be, and shall remain, the property of CENIC.

2. Return of Confidential Information. Upon the purchase or decision not to purchase any capacity from CENIC or upon the written request of CENIC, Service Provider shall return all copies of the Confidential Information to CENIC or certify in writing that all copies of the Confidential Information have been destroyed. Service Provider may return Confidential Information, or any part thereof, to CENIC at any time, except as may be required by applicable legal or regulatory requirements.

3. NO WARRANTY. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." CENIC DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION. CENIC SHALL NOT BE LIABLE TO SERVICE PROVIDER HEREUNDER FOR LOSS OF REVENUES OR PROFITS, LOSS OF BUSINESS OR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE AUTHORIZED PROVISION OR USE OF CONFIDENTIAL INFORMATION RECEIVED FROM CENIC.

4. No Further Rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in or to the Confidential Information except as may otherwise be provided herein.

5. No Binding Commitment. The provision of Confidential Information hereunder and discussions held in connection with the Capacity shall not prevent CENIC from pursuing similar discussions with third parties or obligate CENIC to continue discussions with Service Provider or to take, continue, or forego any action relating to any of CENIC's capacity. Any estimates or forecasts provided by CENIC to Service Provider shall not constitute commitments by CENIC.

6. Media Releases. All media releases and public announcements or disclosures by Service Provider relating to this Agreement or the CENIC capacity shall be coordinated with and approved by CENIC in writing prior to the release thereof.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of California without giving effect to its conflict of laws principles.

8. Notice. Any notices required by this Agreement to be given by Service Provider shall be by hand or via overnight delivery or sent by first class mail, return receipt requested as follows:

Louis Fox
President and Chief Executive Officer
CENIC
16700 Valley View, Suite 400
La Mirada, CA 90638

9. Term. Unless otherwise mutually agreed in writing, this Agreement shall terminate three years from the date hereof except that Section 1 above shall survive such termination.

10. Miscellaneous.

a.) This Agreement (i) is the complete and exclusive agreement by Service Provider with respect to the protection of the confidentiality of the Confidential Information, (ii) supersedes all related discussions and other communications between the parties with respect thereto, and/or (iii) may only be modified in writing by authorized representatives of the parties.

b.) No delay or failure by CENIC in exercising any right under this Agreement, and no partial or single exercise of the rights of CENIC hereunder, shall constitute a waiver of that or any other right.

c.) If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.

IN WITNESS WHEREOF, Service Provider has caused this Agreement to be signed and delivered by its respective duly authorized representative as of the Effective Date first set forth above.

[insert name of Service Provider]

By: _____

Print Name: _____

Title: _____

Date: _____