

APPENDIX C

Non-Disclosure Agreement for CostQuest CACM Source Code for Use in the FCC Proceeding in WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

THIS NON-DISCLOSURE AGREEMENT ("Non-Disclosure Agreement for Source Code") is accepted and made effective as of the 23 day of JANUARY, 2015 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and DAVID B COHEN ("Viewer") with respect to CostQuest's proprietary and confidential source code for its Connect America Phase II forward-looking cost model software application (the Connect America Cost Model or "CACM"). The source code means (i) a system evaluator version of the CACM along with any sample CACM databases, which may be used to test the operation of the CACM ("System Evaluator package") and which contains CACM source code, (ii) a digital rights management protected PDF file or files containing the processing source code for the network topology application and CACM, as appropriate (collectively, the "Source Code Materials"). Viewer and CostQuest will be referred to collectively as the "Parties."

1. General Terms and Restrictions

- 1.1. CostQuest shall provide the Source Code Materials, including the relevant digital rights management protected PDF file or files containing the processing source code for the network topology application and CACM, as appropriate, to Viewer, without fees, charges, or costs to Viewer. The PDF file or files shall be viewable on a Windows-based personal computer and may require the use of a free PDF viewer.
- 1.2. Viewer shall hold Source Code Materials in strict confidence, and use at least the same degree of care as it uses to safeguard its own most confidential information, including trade secret information, so as to ensure that no unauthorized person has access to the Source Code Materials. Viewer shall access and use the Source Code Materials only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the FCC proceeding in WC Docket No. 10-90, and in concurrent related or subsequent related administrative and judicial proceedings (the "Project").
- 1.3. Viewer shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Source Code Materials for any other purpose or in any other manner.
- 1.4. Viewer shall not copy or reproduce the Source Code Materials in any manner except to reproduce limited excerpts in filings with the FCC consistent with the terms of the Third Supplemental Protective Order.
- 1.5. Viewer shall at all times maintain the confidentiality of the Source Code Materials, handling the Source Code Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the Source Code Materials should come into the possession of unauthorized third parties as a result of a breach by Viewer of this Non-Disclosure Agreement for Source Code, Viewer shall, at its expense and without limiting any other rights available to CostQuest, immediately notify CostQuest and use all commercially reasonable efforts to retrieve such materials and shall reimburse CostQuest for all reasonable expenses incurred by CostQuest in attempting to retrieve such materials.