PINNACLE
Communications

April 24, 2015

Via ECFS

Marlene H. Dortch, Secretary
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Attn: Sharon Gillett, Chief
Wireline Competition Bureau

Re: Connect America Fund, WC Docket No. 10-90, Third Supplemental Protective Order, DA 12-1995

Dear Ms. Gillett:

Attached for Filing to facilitate review of the Connect America Cost Model (CACM) under consideration in the above-captioned proceeding, are signed copies by John Zeiler, Lavaca Telephone Company, Inc. d.b.a. Pinnacle Communications, Inc. of the following:

Appendix A: Acknowledgement of Confidentiality – WC Docket No. 1090 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings; and

Appendix B: CostQuest Associates, Inc. Restricted CACM License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket No 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings.

In addition, copies of the documents have been electronically mailed to CostQuest Associates, Inc. through its Outside Counsel of Record, Margaret Avril Lawson at Taft Stenninius & Hollister LLP.

Should you have any questions or require additional information, please contact me.

Sincerely,

John Zeiler

John Zeiler
Pinnacle Communications, Inc.

Attachments
Cc (via email): Margaret A. Lawson

PINNACLE COMMUNICATIONS
P.O. BOX 230 • LAVACA, AR 72941 • PHONE: 479-674-2211 • FAX: 479-674-5810

APPENDIX A

Acknowledgement of Confidentiality—WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

I hereby acknowledge that I have received and read a copy of the foregoing Third Supplemental Protective Order in the above-captioned proceeding. If I am seeking access to the User Materials, I also acknowledge that I have received and read a copy of the attached Restricted CACM License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Source Code Materials, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it. If I am seeking access to the System Evaluator package, which provides access to both User Materials and Source Code Materials, I acknowledge that I have received and read a copy of both the Licensing Agreement and the Non-Disclosure Agreement for Source Code, and I understand both.

I agree that I am bound by the Third Supplemental Protective Order and by one or both of the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate, and that I shall not disclose or use Licensed Materials except as allowed by the Third Supplemental Protective Order, the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Third Supplemental Protective Order is a violation of an order of the Federal Communications Commission.

I acknowledge specifically that my access to any information obtained as a result of the Third Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code is due solely to my capacity as a party or representative of a party to this proceeding or as a person described in paragraph 9 of the Third Supplemental Protective Order and agree that I shall not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Licensed Materials are not accessed or used except as specifically permitted by the terms of the Third Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized access to or disclosure of Licensed Materials.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Third Supplemental Protective Order.

I hereby request access to the User Materials:	✓ Yes	___ No
I hereby request access to the Source Code Materials:	___ Yes	___ No
I hereby request access to the System Evaluator package:	___ Yes	___ No

Executed this 24th day of April, 2015.

John Zeiler

[Name] and [Position] John Zeiler
[Address] P.O. Box 230, Lavaca, AR 72941
[Telephone] 479-674-2104
[E-mail address] johnz@pinacom.com

APPENDIX B

CostQuest Associates, Inc. Restricted CACM License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

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3.2. Notwithstanding section 3.1, if Licensee agrees that Licensee does not continue to require any User Materials, CostQuest may terminate this Licensing Agreement.

3.3. If CostQuest believes that Licensee is in violation of the Third Supplemental Protective Order or this Licensing Agreement, CostQuest shall so notify the FCC. If the FCC determines that Licensee is in violation of the Third Supplemental Protective Order or this Licensing Agreement and so orders, CostQuest may terminate this Licensing Agreement.

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5. Ownership of Intellectual Property

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6.2. No Waivers. No delay or omission by either party to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Licensing Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any breach of the covenants, conditions or agreements to be

performed or honored by the other party shall not be construed to be a waiver of any later breach thereof or of any other covenant, condition or agreement herein contained.

6.3. Assignments. This Licensing Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. Licensee shall not assign this Licensing Agreement or transfer any rights granted hereunder, in whole or in part, without obtaining the prior written consent of CostQuest, and any attempted assignment or transfer in violation of this provision is void.

6.4. Severability and Survival of Obligations. If any provision of this Licensing Agreement is held invalid or unenforceable, the remainder of this Licensing Agreement shall not be affected thereby, and each remaining provision of this Licensing Agreement shall be valid and enforceable to the extent permitted by law. Sections 1, 2, 4, 5, and 6 shall survive any expiration or termination of this Licensing Agreement.

6.5. Nothing in this Licensing Agreement gives anyone, other than the Parties, any rights or remedies under this Licensing Agreement.

6.6. This Licensing Agreement may be executed in counterparts, and each (whether an original or facsimile) is considered an original and all constitute one and the same instrument.

6.7. Governing Law. This Licensing Agreement shall be governed by and construed in accordance with Federal law.

6.8. Entire Agreement. This Licensing Agreement, the Third Supplemental Protective Order, and the Non-Disclosure Agreement for Source Code (if it is executed) constitute the Parties' entire understanding with regard to the matters herein, and there are no other understandings, either written or unwritten, with regard to such matters. Any terms on either Party's web site, product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall not have force or effect if the provision conflicts with the terms of this Licensing Agreement. The Licensing Agreement may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

CostQuest Associates, Inc.

By: _____
James Stegeman, President

LICENSEE:

John Zeiler
[name]

General Manager
[position]

Lavaca Tel. Co. Inc. dba Pinnacle Communications
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