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February 15, 2012

Thomas J. Navin
202.719.7487
tnavin@wileyrein.com

VIA ECFS

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Acknowledgements and Licensing Agreements
Connect America Fund, High-Cost Universal Service Support
WC Docket Nos. 10-90, 05-337

Dear Ms. Dortch:

Pursuant to the Second Supplemental Protective Order, DA 12-193, released on February 10, 2012 in the above-captioned proceeding, please find enclosed signed Acknowledgments and Licensing Agreements filed on behalf of Thomas Navin, Steven Merlis, Priscilla Argeris, and Katy Milner of Wiley Rein LLP, Outside Counsel to Puerto Rico Telephone Company. In addition, please find enclosed a signed Acknowledgement of Confidentiality, Licensing Agreement, and Non-Disclosure Agreement filed on behalf of Dave Blessing of Parrish Blessing & Associates, a consultant for Puerto Rico Telephone Company.

A copy of the enclosed is being served via email to CostQwest through its Counsel of Record.

Please feel free to contact me with any questions,

Sincerely,

Thomas J. Navin

Enclosures

cc (w/encl.): Margaret Avril Lawson
Lawson@taftlaw.com

APPENDIX A

Acknowledgment of Confidentiality—WC Docket Nos. 05-337, 10-90

I hereby acknowledge that I have received and read a copy of the foregoing Second Supplemental Protective Order in the above-captioned proceedings. If I am seeking access to Licensed Materials, I also acknowledge that I have received a read a copy of the attached Restricted CQBAT License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Code File, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it.

I agree that I am bound by the Second 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 Protected Materials except as allowed by the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Second 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 Second 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 10 of the foregoing Second 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 Protected Materials are not accessed or used except as specifically permitted by the terms of the Second 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 Protected Materials.

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

I hereby request the following access to Licensed Materials (select none or one):

____ Reports Only Access ✓ Full User Access ____ System Evaluator Access.

I hereby request access to the Code File: ____ Yes ✓ No.

Executed this ___ day of _____, ____.

[Name] Tom Navin
[Position] Attorney
[Address] 1776 K St NW Washington DC 20006
[Telephone] 202-719-7487

APPENDIX B

CostQuest Associates, Inc. Restricted CQBAT License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket Nos. 05-337, 10-90

THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the ___ day of _____, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and _____ ("Licensee") with respect to (i) CostQuest's proprietary CQBAT software application ("CQBAT"), (ii) the output of CQBAT ("CQBAT Output"), (iii) supporting inputs, and, if applicable, (iv) a sample CQBAT database ("Sample Database"), which supports and may be used in CQBAT and therefore indirectly accessed by Licensee (collectively, the "Licensed Materials"). Licensee and CostQuest will be referred to collectively as the "Parties."

CostQuest hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license to use the Licensed Materials, without fees, charges, or costs to the Licensee of any kind (except as specified in the Second Supplemental Protective Order for storage above 30 GB), under the following terms and restrictions:

1. License Grants and Restrictions

1.1. Licensee shall utilize the Licensed Materials only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the proceeding identified above, and in subsequent judicial proceedings (the "Project").

1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Licensed Materials for any other purpose or in any other manner.

1.3. Licensee shall only make copies of the licensed CQBAT Output as required for the Project as described in the Second Supplemental Protective Order. On any copy of the CQBAT Output that Licensee is permitted to make or distribute, Licensee shall reproduce all copyright notices and any other proprietary legends of CostQuest as they appear.

1.4. Licensee shall not make any copies, distribute, sublicense, transfer, sell, rent, disclose, or make available any Sample Database provided under this Licensing Agreement except consistent with the Second Supplemental Protective Order.

1.5. Licensee shall at all times maintain the confidentiality of the Licensed Materials, handling the Licensed Materials in compliance with the Second Supplemental Protective Order. In the event that any portion of the Licensed Materials should come into the possession of unauthorized third parties as a result of a breach by Licensee of this Licensing Agreement, Licensee 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.

1.6. Licensee shall not, and shall not permit any third party to, disassemble, decompile, reverse engineer, or otherwise recreate the Licensed Materials.

1.7. In accessing or using the Licensed Materials, Licensee shall not, by any action or inaction, violate laws or regulations promulgated by any governmental or quasi-governmental authorities

that are binding upon it and shall take all reasonable steps to assist CostQuest or any other participant in the Project, or their affiliates, to avoid any violations of any such laws or regulations that are binding upon them.

1.8. Upon reasonable notice to Licensee, and at CostQuest's sole expense, CostQuest's auditors shall have the right to inspect Licensee's records relating to the Project as necessary for CostQuest to verify Licensee's compliance with the terms of this Licensing Agreement. Audits shall be conducted at Licensee's premises during normal business hours and in a manner that does not unreasonably interfere with Licensee's operations.

1.9. If Licensee sells, makes available to a third party, or otherwise disposes of Licensee-owned media on which the Licensed Materials are or were resident, that media must be erased and scrubbed before such sale or disposal.

2. Disclaimer of Warranties

2.1. LICENSEE ACKNOWLEDGES AND AGREES THAT (A) COSTQUEST HAS NOT MADE ANY EXPRESS OR IMPLIED WARRANTIES TO LICENSEE REGARDING THE LICENSED MATERIALS AND (B) THE LICENSED MATERIALS ARE BEING PROVIDED TO LICENSEE "AS IS," WITHOUT WARRANTIES OF ANY KIND. COSTQUEST DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE FREE FROM DEFECTS. COSTQUEST EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

3. Term and Termination

3.1. The Licensing Agreement shall terminate automatically upon the termination of the above-captioned proceedings and any administrative or judicial review.

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

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

3.4. As part of the process, access to the CQBAT may terminate on a periodic basis. Should the Viewer need to maintain access to the CQBAT, CostQuest shall renew the Viewer's access rights.

4. Limitation of Liability

4.1. IN NO EVENT SHALL COSTQUEST HAVE ANY LIABILITY FOR DAMAGES SUSTAINED BY LICENSEE IN CONNECTION WITH THIS LICENSING AGREEMENT, THE PROJECT OR THE POSSESSION OR USE OF LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COSTQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Ownership of Intellectual Property

5.1. Licensee acknowledges that the Licensed Materials, including without limitation all output and derivatives of, as well as all modifications and customizations to the Licensed Materials, are proprietary to CostQuest and that CostQuest retains exclusive ownership of all such Licensed Materials and all proprietary rights associated therewith. Licensee shall, at the direction of CostQuest, take all commercially reasonable measures to protect CostQuest's rights in the Licensed Materials.

5.2. Except as expressly provided herein, Licensee is not granted any other rights or license to patents, copyrights, trade secrets, data or trademarks with respect to Licensed Materials. Licensee shall promptly notify CostQuest in writing upon its discovery of any unauthorized use or infringement of the Licensed Materials.

6. Additional Terms

6.1. Compliance with FCC Requirements and Other Laws. This Licensing Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding the Project or use of software, data, output or products thereof. Notwithstanding anything to the contrary in this Licensing Agreement, Licensee shall not directly or indirectly export, or permit the transfer of, any software, data, output or products (a) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval; or (b) otherwise contrary to United States law, including, without limitation, FCC rules, policies and regulations.

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 Second 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: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
Lawson@taftlaw.com

LICENSEE:

_____
[name] Tom Navin

Attorney
[position]

Wiley Rein
[company]

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202-719-7049
[fax]

APPENDIX A

Acknowledgment of Confidentiality—WC Docket Nos. 05-337, 10-90

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____ Reports Only Access ✓ Full User Access ____ System Evaluator Access.

I hereby request access to the Code File: ____ Yes ✓ No.

Executed this ___ day of _____, ____.

_____

[Name] Steven Merlis
[Position] Attorney
[Address] 1776 K St NW Washington DC 20006
[Telephone] 202-719-7213

APPENDIX B

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that are binding upon it and shall take all reasonable steps to assist CostQuest or any other participant in the Project, or their affiliates, to avoid any violations of any such laws or regulations that are binding upon them.

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6. Additional Terms

6.1. Compliance with FCC Requirements and Other Laws. This Licensing Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding the Project or use of software, data, output or products thereof. Notwithstanding anything to the contrary in this Licensing Agreement, Licensee shall not directly or indirectly export, or permit the transfer of, any software, data, output or products (a) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval; or (b) otherwise contrary to United States law, including, without limitation, FCC rules, policies and regulations.

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.

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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: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
Lawson@taftlaw.com

LICENSEE:

Steve Merlis
[name]

Attorney
[position]

Wiley Rein
[company]

1776 K ST, NW, Washington DC 20006
[address]

202-719-7213
[telephone]

smerlis@wileyrein.com
[email address]

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Executed this 15 day of February, 2012.

[Name] Priscilla Delgado Argeris
[Position] Associate, Wiley Rein LLP
[Address] 1776 K St., NW Washington DC 20006
[Telephone] 202-719-7437

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4. Limitation of Liability

4.1. IN NO EVENT SHALL COSTQUEST HAVE ANY LIABILITY FOR DAMAGES SUSTAINED BY LICENSEE IN CONNECTION WITH THIS LICENSING AGREEMENT, THE PROJECT OR THE POSSESSION OR USE OF LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COSTQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Ownership of Intellectual Property

5.1. Licensee acknowledges that the Licensed Materials, including without limitation all output and derivatives of, as well as all modifications and customizations to the Licensed Materials, are proprietary to CostQuest and that CostQuest retains exclusive ownership of all such Licensed Materials and all proprietary rights associated therewith. Licensee shall, at the direction of CostQuest, take all commercially reasonable measures to protect CostQuest's rights in the Licensed Materials.

5.2. Except as expressly provided herein, Licensee is not granted any other rights or license to patents, copyrights, trade secrets, data or trademarks with respect to Licensed Materials. Licensee shall promptly notify CostQuest in writing upon its discovery of any unauthorized use or infringement of the Licensed Materials.

6. Additional Terms

6.1. Compliance with FCC Requirements and Other Laws. This Licensing Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding the Project or use of software, data, output or products thereof. Notwithstanding anything to the contrary in this Licensing Agreement, Licensee shall not directly or indirectly export, or permit the transfer of, any software, data, output or products (a) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval; or (b) otherwise contrary to United States law, including, without limitation, FCC rules, policies and regulations.

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 Second 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: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
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LICENSEE:

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[name]

Priscilla Delgado Argeris
[position]

Associate
[company]

Wiley Rein LLP
[address]

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202-719-7437
[email address]

pargeris@wileyrein.com
[fax]

202-719-7049

APPENDIX A

Acknowledgment of Confidentiality—WC Docket Nos. 05-337, 10-90

I hereby acknowledge that I have received and read a copy of the foregoing Second Supplemental Protective Order in the above-captioned proceedings. If I am seeking access to Licensed Materials, I also acknowledge that I have received a read a copy of the attached Restricted CQBAT License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Code File, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it.

I agree that I am bound by the Second 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 Protected Materials except as allowed by the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Second 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 Second 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 10 of the foregoing Second 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 Protected Materials are not accessed or used except as specifically permitted by the terms of the Second 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 Protected Materials.

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

I hereby request the following access to Licensed Materials (select none or one):

____ Reports Only Access ✓ Full User Access ____ System Evaluator Access.

I hereby request access to the Code File: ____ Yes ✓ No.

Executed this ___ day of _____, ____.

Katy Milner

[Name] Katy Milner
[Position] Associate at Wiley Rein LLP
[Address] 1776 K St NW, D.C. 20006
[Telephone] 202-719-7410

APPENDIX B

CostQuest Associates, Inc. Restricted CQBAT License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket Nos. 05-337, 10-90

THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the ___ day of _____, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and _____ ("Licensee") with respect to (i) CostQuest's proprietary CQBAT software application ("CQBAT"), (ii) the output of CQBAT ("CQBAT Output"), (iii) supporting inputs, and, if applicable, (iv) a sample CQBAT database ("Sample Database"), which supports and may be used in CQBAT and therefore indirectly accessed by Licensee (collectively, the "Licensed Materials"). Licensee and CostQuest will be referred to collectively as the "Parties."

CostQuest hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license to use the Licensed Materials, without fees, charges, or costs to the Licensee of any kind (except as specified in the Second Supplemental Protective Order for storage above 30 GB), under the following terms and restrictions:

1. License Grants and Restrictions

1.1. Licensee shall utilize the Licensed Materials only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the proceeding identified above, and in subsequent judicial proceedings (the "Project").

1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Licensed Materials for any other purpose or in any other manner.

1.3. Licensee shall only make copies of the licensed CQBAT Output as required for the Project as described in the Second Supplemental Protective Order. On any copy of the CQBAT Output that Licensee is permitted to make or distribute, Licensee shall reproduce all copyright notices and any other proprietary legends of CostQuest as they appear.

1.4. Licensee shall not make any copies, distribute, sublicense, transfer, sell, rent, disclose, or make available any Sample Database provided under this Licensing Agreement except consistent with the Second Supplemental Protective Order.

1.5. Licensee shall at all times maintain the confidentiality of the Licensed Materials, handling the Licensed Materials in compliance with the Second Supplemental Protective Order. In the event that any portion of the Licensed Materials should come into the possession of unauthorized third parties as a result of a breach by Licensee of this Licensing Agreement, Licensee 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.

1.6. Licensee shall not, and shall not permit any third party to, disassemble, decompile, reverse engineer, or otherwise recreate the Licensed Materials.

1.7. In accessing or using the Licensed Materials, Licensee shall not, by any action or inaction, violate laws or regulations promulgated by any governmental or quasi-governmental authorities

that are binding upon it and shall take all reasonable steps to assist CostQuest or any other participant in the Project, or their affiliates, to avoid any violations of any such laws or regulations that are binding upon them.

1.8. Upon reasonable notice to Licensee, and at CostQuest's sole expense, CostQuest's auditors shall have the right to inspect Licensee's records relating to the Project as necessary for CostQuest to verify Licensee's compliance with the terms of this Licensing Agreement. Audits shall be conducted at Licensee's premises during normal business hours and in a manner that does not unreasonably interfere with Licensee's operations.

1.9. If Licensee sells, makes available to a third party, or otherwise disposes of Licensee-owned media on which the Licensed Materials are or were resident, that media must be erased and scrubbed before such sale or disposal.

2. Disclaimer of Warranties

2.1. LICENSEE ACKNOWLEDGES AND AGREES THAT (A) COSTQUEST HAS NOT MADE ANY EXPRESS OR IMPLIED WARRANTIES TO LICENSEE REGARDING THE LICENSED MATERIALS AND (B) THE LICENSED MATERIALS ARE BEING PROVIDED TO LICENSEE "AS IS," WITHOUT WARRANTIES OF ANY KIND. COSTQUEST DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE FREE FROM DEFECTS. COSTQUEST EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

3. Term and Termination

3.1. The Licensing Agreement shall terminate automatically upon the termination of the above-captioned proceedings and any administrative or judicial review.

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

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

3.4. As part of the process, access to the CQBAT may terminate on a periodic basis. Should the Viewer need to maintain access to the CQBAT, CostQuest shall renew the Viewer's access rights.

4. Limitation of Liability

4.1. IN NO EVENT SHALL COSTQUEST HAVE ANY LIABILITY FOR DAMAGES SUSTAINED BY LICENSEE IN CONNECTION WITH THIS LICENSING AGREEMENT, THE PROJECT OR THE POSSESSION OR USE OF LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COSTQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Ownership of Intellectual Property

5.1. Licensee acknowledges that the Licensed Materials, including without limitation all output and derivatives of, as well as all modifications and customizations to the Licensed Materials, are proprietary to CostQuest and that CostQuest retains exclusive ownership of all such Licensed Materials and all proprietary rights associated therewith. Licensee shall, at the direction of CostQuest, take all commercially reasonable measures to protect CostQuest's rights in the Licensed Materials.

5.2. Except as expressly provided herein, Licensee is not granted any other rights or license to patents, copyrights, trade secrets, data or trademarks with respect to Licensed Materials. Licensee shall promptly notify CostQuest in writing upon its discovery of any unauthorized use or infringement of the Licensed Materials.

6. Additional Terms

6.1. Compliance with FCC Requirements and Other Laws. This Licensing Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding the Project or use of software, data, output or products thereof. Notwithstanding anything to the contrary in this Licensing Agreement, Licensee shall not directly or indirectly export, or permit the transfer of, any software, data, output or products (a) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval; or (b) otherwise contrary to United States law, including, without limitation, FCC rules, policies and regulations.

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 Second 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: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
Lawson@taftlaw.com

LICENSEE:

Katy Milner
[name]

Associate
[position]

Wiley Rein
[company]

1776 K St NW, Washington DC 20006
[address]

202-719-7410
[telephone]

kmilner@wileyrein.com
[email address]

202-719-7049
[fax]

APPENDIX A

Acknowledgment of Confidentiality—WC Docket Nos. 05-337, 10-90

I hereby acknowledge that I have received and read a copy of the foregoing Second Supplemental Protective Order in the above-captioned proceedings. If I am seeking access to Licensed Materials, I also acknowledge that I have received a read a copy of the attached Restricted CQBAT License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Code File, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it.

I agree that I am bound by the Second 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 Protected Materials except as allowed by the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Second 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 Second 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 10 of the foregoing Second 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 Protected Materials are not accessed or used except as specifically permitted by the terms of the Second 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 Protected Materials.

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

I hereby request the following access to Licensed Materials (select none or one):

____ Reports Only Access ____ Full User Access ✓ System Evaluator Access.

I hereby request access to the Code File: ✓ Yes ____ No.

Executed this 15th day of February, 2012

[Name] DAVID G. BLESSING
[Position] Principal - PARRISH BLESSING & ASSOC., INC.
[Address] 3975 University Ave, Suite 215, Fairfax VA.
[Telephone] 703-352-4830

APPENDIX B

CostQuest Associates, Inc. Restricted CQBAT License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket Nos. 05-337, 10-90

THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the 15th day of February, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and DAVID BLESSING ("Licensee") with respect to (i) CostQuest's proprietary CQBAT software application ("CQBAT"), (ii) the output of CQBAT ("CQBAT Output"), (iii) supporting inputs, and, if applicable, (iv) a sample CQBAT database ("Sample Database"), which supports and may be used in CQBAT and therefore indirectly accessed by Licensee (collectively, the "Licensed Materials"). Licensee and CostQuest will be referred to collectively as the "Parties."

CostQuest hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license to use the Licensed Materials, without fees, charges, or costs to the Licensee of any kind (except as specified in the Second Supplemental Protective Order for storage above 30 GB), under the following terms and restrictions:

1. License Grants and Restrictions

   1.1. Licensee shall utilize the Licensed Materials only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the proceeding identified above, and in subsequent judicial proceedings (the "Project").

   1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Licensed Materials for any other purpose or in any other manner.

   1.3. Licensee shall only make copies of the licensed CQBAT Output as required for the Project as described in the Second Supplemental Protective Order. On any copy of the CQBAT Output that Licensee is permitted to make or distribute, Licensee shall reproduce all copyright notices and any other proprietary legends of CostQuest as they appear.

   1.4. Licensee shall not make any copies, distribute, sublicense, transfer, sell, rent, disclose, or make available any Sample Database provided under this Licensing Agreement except consistent with the Second Supplemental Protective Order.

   1.5. Licensee shall at all times maintain the confidentiality of the Licensed Materials, handling the Licensed Materials in compliance with the Second Supplemental Protective Order. In the event that any portion of the Licensed Materials should come into the possession of unauthorized third parties as a result of a breach by Licensee of this Licensing Agreement, Licensee 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.

   1.6. Licensee shall not, and shall not permit any third party to, disassemble, decompile, reverse engineer, or otherwise recreate the Licensed Materials.

   1.7. In accessing or using the Licensed Materials, Licensee shall not, by any action or inaction, violate laws or regulations promulgated by any governmental or quasi-governmental authorities

that are binding upon it and shall take all reasonable steps to assist CostQuest or any other participant in the Project, or their affiliates, to avoid any violations of any such laws or regulations that are binding upon them.

1.8. Upon reasonable notice to Licensee, and at CostQuest's sole expense, CostQuest's auditors shall have the right to inspect Licensee's records relating to the Project as necessary for CostQuest to verify Licensee's compliance with the terms of this Licensing Agreement. Audits shall be conducted at Licensee's premises during normal business hours and in a manner that does not unreasonably interfere with Licensee's operations.

1.9. If Licensee sells, makes available to a third party, or otherwise disposes of Licensee-owned media on which the Licensed Materials are or were resident, that media must be erased and scrubbed before such sale or disposal.

2. Disclaimer of Warranties

2.1. LICENSEE ACKNOWLEDGES AND AGREES THAT (A) COSTQUEST HAS NOT MADE ANY EXPRESS OR IMPLIED WARRANTIES TO LICENSEE REGARDING THE LICENSED MATERIALS AND (B) THE LICENSED MATERIALS ARE BEING PROVIDED TO LICENSEE "AS IS," WITHOUT WARRANTIES OF ANY KIND. COSTQUEST DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE FREE FROM DEFECTS. COSTQUEST EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

3. Term and Termination

3.1. The Licensing Agreement shall terminate automatically upon the termination of the above-captioned proceedings and any administrative or judicial review.

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

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

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5.2. Except as expressly provided herein, Licensee is not granted any other rights or license to patents, copyrights, trade secrets, data or trademarks with respect to Licensed Materials. Licensee shall promptly notify CostQuest in writing upon its discovery of any unauthorized use or infringement of the Licensed Materials.

6. Additional Terms

6.1. Compliance with FCC Requirements and Other Laws. This Licensing Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding the Project or use of software, data, output or products thereof. Notwithstanding anything to the contrary in this Licensing Agreement, Licensee shall not directly or indirectly export, or permit the transfer of, any software, data, output or products (a) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval; or (b) otherwise contrary to United States law, including, without limitation, FCC rules, policies and regulations.

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.

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6.8. Entire Agreement. This Licensing Agreement, the Second 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: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
Lawson@taftlaw.com

LICENSEE:

D. Jc. Bl
[name]

PRINCIPAL
[position]

PARRISH, BLESSING + ASSOC., INC.
[company]

3475 University Ave, Suite 215, Fairfax VA
[address]

703 352 - 4830
[telephone]

dblessing@pbanda.com
[email address]

703 - 352 - 4838
[fax]

APPENDIX C

Non-Disclosure Agreement for CostQuest Source Code for Use in the FCC Proceeding in WC Docket Nos. 05-337, 10-90

THIS NON-DISCLOSURE AGREEMENT ("Non-Disclosure Agreement for Source Code") is accepted and made effective as of the 15th day of February, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and David C. Blessing ("Viewer") with respect to CostQuest's proprietary source code for its CQBAT software application ("CQBAT"). Viewer and CostQuest will be referred to collectively as the "Parties."

1. General Terms and Restrictions

   1.1. CostQuest shall provide a digital rights management protected PDF file containing the processing source code for CQBAT ("Code File") to Viewer, without fees, charges, or costs to Viewer. The Code File shall be viewable on a Windows-based personal computer using a free PDF viewer.

   1.2. Viewer shall access and use the Code File only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the proceeding identified above, and in subsequent judicial proceedings (the "Project").

   1.3. Viewer shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Code File for any other purpose or in any other manner.

   1.4. Viewer shall not copy or reproduce the Code File in any manner except to reproduce limited excerpts in filings with the FCC consistent with the terms of the Second Supplemental Protective Order.

   1.5. Viewer shall at all times maintain the confidentiality of the Code File, handling the Code File in compliance with the Second Supplemental Protective Order. In the event that any portion of the Code File 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.

   1.6. Viewer shall not, and shall not permit any third party to, disassemble, decompile, reverse engineer, or otherwise recreate the Code File.

2. Disclaimer of Warranties

   2.1. VIEWER ACKNOWLEDGES AND AGREES THAT (A) COSTQUEST HAS NOT MADE ANY EXPRESS OR IMPLIED WARRANTIES TO VIEWER REGARDING THE CODE FILE AND (B) THE CODE FILE IS BEING PROVIDED TO VIEWER "AS IS," WITHOUT WARRANTIES OF ANY KIND. COSTQUEST DOES NOT WARRANT THAT THE CODE FILE IS FREE FROM DEFECTS. COSTQUEST EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

3. Term and Termination

   3.1. This Agreement shall terminate automatically upon the termination of the above-captioned proceedings and any administrative or judicial review.

   3.2. Notwithstanding section 3.1, if Viewer agrees that Viewer does not continue to require the Code File, CostQuest may terminate this Agreement.

   3.3. If CostQuest believes that Viewer is in violation of the Second Supplemental Protective Order or this Non-Disclosure Agreement for Source Code, CostQuest shall so notify the FCC. If the FCC determines that Viewer is in violation of this Second Supplemental Protective Order or this Non-Disclosure Agreement for Source Code, CostQuest may terminate this Agreement.

   3.4. As part of the digital rights management process, access to the Code File may terminate on a periodic basis. Should the Viewer need to maintain access to the document, CostQuest shall renew the Viewer's access rights.

4. Limitation of Liability

   4.1. IN NO EVENT SHALL COSTQUEST HAVE ANY LIABILITY FOR DAMAGES SUSTAINED BY THE VIEWER IN CONNECTION WITH THIS AGREEMENT, THE PROJECT OR THE POSSESSION OR USE OF THE CODE FILE, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COSTQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Ownership of Intellectual Property

   5.1. Viewer acknowledges that the Code File, including without limitation all output and derivatives of, as well as all modifications and customizations to the Code File, are proprietary to CostQuest and that CostQuest retains exclusive ownership of the Code File and all proprietary rights associated therewith. Viewer shall, at the direction of CostQuest, take all commercially reasonable measures to protect CostQuest's rights in the Code File.

   5.2. Except as expressly provided herein, Viewer is not granted any other rights or license to patents, copyrights, trade secrets, data or trademarks with respect to the Code File. Viewer shall promptly notify CostQuest in writing upon its discovery of any unauthorized use or infringement of the Code File.

6. Additional Terms

   6.1. Compliance with FCC Requirements and Other Laws. This Non-Disclosure Agreement for Source Code is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding the Project or use of software, data, output or products thereof. Notwithstanding anything to the contrary in this Non-Disclosure Agreement for Source Code, Viewer shall not directly or indirectly export, or permit the transfer of, any software, data, output or products (a) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export

without first having obtained such license or other approval; or (b) otherwise contrary to United States law, including, without limitation, FCC rules, policies and regulations.

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 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 Non-Disclosure Agreement for Source Code is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. Viewer shall not assign this Agreement or transfer any rights granted hereunder, in whole or in part, without obtaining the prior written consent of Viewer, 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 Non-Disclosure Agreement for Source Code is held invalid or unenforceable, the remainder of this Non-Disclosure Agreement for Source Code shall not be affected thereby, and each remaining provision of this Non-Disclosure Agreement for Source Code 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 Agreement.

6.5. Nothing in this Non-Disclosure Agreement for Source Code gives anyone, other than the Parties, any rights or remedies under this Non-Disclosure Agreement for Source Code.

6.6. This Non-Disclosure Agreement for Source Code 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 Non-Disclosure Agreement for Source Code shall be governed by and construed in accordance with Federal law.

6.8. Entire Agreement. This Non-Disclosure Agreement for Source Code, the License Agreement (if executed), and the Second Supplemental Protective Order 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 Non-Disclosure Agreement for Source Code. The Non-Disclosure Agreement for Source Code 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 hereto have executed this Non-Disclosure Agreement for Source Code through their authorized representatives.

CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

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