



State of New Jersey
DIVISION OF RATE COUNSEL
31 CLINTON STREET, 11TH FL
P. O. BOX 46005
NEWARK, NEW JERSEY 07101

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

STEFANIE A. BRAND
Director

March 1, 2012

Filed electronically ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *In the Matter of Connect America Fund High-Cost Universal Service Support.*
WT Docket Nos. 10-90 and 05-337
Acknowledgments of Confidentiality

Dear Secretary:

On behalf of the New Jersey Division of Rate Counsel, enclosed is the acknowledgment of confidentiality executed by Christopher J. White, Jose Rivera-Benitez, Maria Novas-Ruiz, Susan M. Baldwin, Tim Howington, and Sarah M. Bosley for access to documents covered by the Protective Order and Second Protective Order (DA 12-192 and DA 12-193). Copies of these acknowledgments are being served by e-mail to Counsel of Record, Margaret Avril Lawson, of Taft Stettinius & Hollister LLP.

Respectfully submitted,

Christopher J. White, Esq.
Deputy Rate Counsel
cwhite@rpa.state.nj.us
(973) 648-2690 - Phone
(973) 624-1047 - Fax

Cc Counsel of Record Taft Stettinius & Hollister LLP Margaret Avril Lawson
Lawon@taftlaw.com
Best copy and Printing, Inc. FCC@BCPIWEB.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 14 day of March, 2012



[Name] Christopher S. White
[Position] Deputy Rate Counsel
[Address] US Division of Rate Counsel
31 Clinton Street 11th Floor
Newark NJ 07102
[Telephone] 973-648-2575

APPENDIX B

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 Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Second Protective Order and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Second Protective Order.

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

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Second Protective Order is due solely to my capacity as Outside Counsel or Outside Consultant to a party or as a person described in paragraph 11 of the foregoing Second Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Second Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Stamped Highly Confidential Documents and Highly Confidential Information.

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

Executed this 15th day of March, 2012.



[Name] Christopher S. White
[Position] Deputy State Counsel
[Firm] NS Division of State Counsel
31 Clinton Street 11th Floor
[Telephone] Newark NJ 07101
973-648-7575

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:

Chris Parker S. White
[name]

Deputy Rate Counsel
[position]

NS Division of Rate Counsel
[company]

31 Clinton Street 11th Floor
[address] Newark NJ 07102

973-648-7575
[telephone]

Ch.Parker@NARS.AT&T.NJ.NS.US
[email address]

[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 ^{1st} day of March, 2012



[Name] Jose Aurora Benitez
 [Position] Assistant Rate Counsel
 [Address] 31 Clinton Street 11th Floor
 [Telephone]

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:

John Kevin Bantz
[name]

ASSISTANT RATE COUNSEL
[position]

NS Division of Rate Counsel
[company]

31 Clinton St. 11th Fl
[address]

Newark NJ 07101
973-698-7690
[telephone]

[email address]

[fax]

APPENDIX B

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 Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Second Protective Order and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Second Protective Order.

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

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Second Protective Order is due solely to my capacity as Outside Counsel or Outside Consultant to a party or as a person described in paragraph 11 of the foregoing Second Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Second Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Stamped Highly Confidential Documents and Highly Confidential Information.

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

Executed this 1st day of March, 2012.



[Name]

[Position]

[Firm]

[Telephone]

APPENDIX B

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 Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Second Protective Order and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Second Protective Order.

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

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Second Protective Order is due solely to my capacity as Outside Counsel or Outside Consultant to a party or as a person described in paragraph 11 of the foregoing Second Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Second Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Stamped Highly Confidential Documents and Highly Confidential Information.

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

Executed this 1st day of March, 2012.

Maria T. Novas-Prvitz

[Name] MARIA T. NOVAS-PRVITZ
[Position] Assist. Deputy Rate Counsel
[Firm] New Jersey Division of Rate Counsel
31 Clinton St. 11th Fl.
[Telephone] P.O. Box 46005
Newark, NJ 07101
(973) 648-4863 / (973) 648-2690 (main #)

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:

Maria T. Novas-Ruiz
[name] MARIA T. NOVAS-RUIZ

Assistant Deputy Rate Counsel
[position]

New Jersey Division of Rate Counsel
[company]

31 Clinton St. 11th Fl; PO Box 46005, Newark NJ 07101
[address]

(973) 648-4863 / (973) 648-2690 (main#)
[telephone]

mnovas-ruiz@rpa.state.nj.us
[email address]

(973) 648-4873 / (973) 624-1040
[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 1st day of March, 2012.

Maria T. Novas

[Name] MARIA T. NOVAS - RJ12
 [Position] ASSIST. DEPUTY RATE COUNSEL
 [Address] 31 CLINTON ST. 11th FL, P.O. BOX 46005
 [Telephone] NEWARK, NJ 07101

(973) 648-4863 / (973) 648-2690 (main #)

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 29th day of February, 2012

Susan M. Baldwin
[Name] Susan Baldwin
[Position] Consultant, New Jersey Div. of
[Address] Rate Counsel
[Telephone] 17 Arlington St
Newburyport MA
01950
978-255-2344

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:

Susan M Baldwin
[name]

consultant to NS Division of Rate Counsel
[position]

Susan M Baldwin
[company]

17 Arlington St.
[address] Newburyport MA 01950

[telephone] 978 255 2344

[email address] sm Baldwin@comcast.net

[fax]

S M Baldwin

APPENDIX B

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 Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Second Protective Order and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Second Protective Order.

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

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Second Protective Order is due solely to my capacity as Outside Counsel or Outside Consultant to a party or as a person described in paragraph 11 of the foregoing Second Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Second Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Stamped Highly Confidential Documents and Highly Confidential Information.

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

Executed this 29th day of February, 2012.



[Name] Susan Baldwin

[Position] consultant, NJ Div. of Rate Counsel

[Firm] Susan M. Baldwin

[Telephone]

978 255 2344

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 29 day of February, 2012



[Name] Sarah M. Bosley
 [Position] Consultant, NJ Division of Rate Counsel
 [Address] 107 Oxpens Rd Cary NC 27513
 [Telephone] 617-909-1724

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:

Mark M. Boskey

[name]

Consultant

[position]

NY Division of Rate Counsel

[company]

107 Oxpens Rd Cary, NC 27513

[address]

617-909-1724

[telephone]

sboskey@nc.rr.com

[email address]

[fax]

APPENDIX B

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 Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Second Protective Order and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Second Protective Order.

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

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Second Protective Order is due solely to my capacity as Outside Counsel or Outside Consultant to a party or as a person described in paragraph 11 of the foregoing Second Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Second Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Stamped Highly Confidential Documents and Highly Confidential Information.

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

Executed this 29 day of February, 2012.



[Name] Sarah M. Bodley

[Position] Consultant, NJ Division of Rate Counsel

[Firm] Self

[Telephone] 617-909-1724

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 and 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.

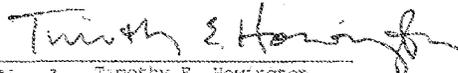
Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Supplemental Protective Order.

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 ^{29th} day of February, 2012.



[Name] Timothy E. Howington
 [Position] Consultant to Rate Counsel
 [Address] 225 Webster Street, Boston, MA 02128
 [Telephone] 617-970-5206

APPENDIX B

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 Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Second Protective Order and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Second Protective Order.

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

I certify that I am not involved in Competitive Decision-Making.

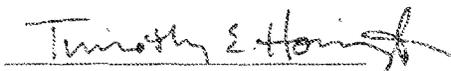
Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Second Protective Order is due solely to my capacity as Outside Counsel or Outside Consultant to a party or as a person described in paragraph 11 of the foregoing Second Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Second Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Stamped Highly Confidential Documents and Highly Confidential Information.

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

Executed this 20th day of February, 2012.



[Name] Timothy E. Howington
[Position] Consultant to State Counsel
[Firm] Self-employed
[Telephone] 617-970-5266

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:

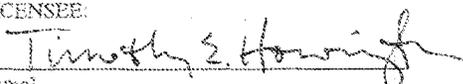
CostQuest Associates, Inc.

By: _____
Jim Siegeman, 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]

Timothy E. Howington

[position]

Consultant to Rate Counsel

[company]

Self-employed

[address]

225 Webster Street, Boston, MA 02128

[telephone]

617-979-5206

[email address]

thowington@gmail.com

[fax]

none