BLACKFOOT
Telecommunications Group

October 12, 2012

Via ECFS and Electronic Mail

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

Katie King, Special Counsel
Telecommunications Access Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: *In the Matter of Developing a Unified Intercarrier Compensation Regime; Establishing Just and Reasonable Rates for Local Exchange Carriers; Connect America Fund; High-Cost Universal Service Support; A National Broadband Plan for Our Future,* CC Docket No. 01-92; WC Docket No. 07-135; WC Docket No. 10-90; WC Docket No. 05-337; GN Docket No. 09-51 Acknowledgments of Confidentiality for Supplemental Protective Order

Dear Ms. Dortch and Ms. King:

In accordance with the procedures outlined in the *Supplemental Protective Order*, DA 11-1525, in the above-captioned proceeding, submitted herewith are Acknowledgments of Confidentiality and License Agreements executed by myself, Jason B. Williams, Vice President and General Counsel to Blackfoot Telephone Cooperative, Inc., to obtain access to the CostQuest Associates Broadband Analysis Tool ("CQBAT") and other related confidential material filed in the above referenced proceeding.

Respectfully Submitted,

/s/ Jason B. Williams

Jason B. Williams
Vice President - General Counsel

Enclosures
cc: (via e-mail)
Margaret Avril Lawson (Outside Counsel to CostQuest Associates, Inc.)

APPENDIX A

Acknowledgment of Confidentiality

CC Docket No. 01-92, WC Docket Nos. 05-337, 07-135, 10-90, GN Docket No. 09-51

I hereby acknowledge that I have received and read a copy of the foregoing Supplemental Protective Order in the above-captioned proceedings and the following CostQuest Associates, Inc. Restricted CQBAT License (the "Limited License"), and I understand both.

I agree that I am bound by the Supplemental Protective Order and by the Limited License and that I shall not disclose or use Licensed Materials except as allowed by the Supplemental Protective Order and the Limited License.

I acknowledge that a violation of the 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 Supplemental Protective Order and the Limited License is due solely to my capacity as a party or representative of a party to this proceeding or as a person described in paragraph 7 of the foregoing Supplemental 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 Licensed Materials are not accessed or used except as specifically permitted by the terms of the Supplemental Protective Order and the Limited License.

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

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

Executed this 11th day of October, 2012.

[Name] Jason B. Williams
[Position] VP-General Counsel
[Address] Blackfoot Telephone Coop., Inc.
[Telephone] 406-541-5454

APPENDIX B

CostQuest Associates, Inc. Restricted CQBAT License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in CC Docket No. 01-92, WC Docket Nos. 05-337, 07-135, 10-90, GN Docket No. 09-51

THIS LIMITED LICENSE ("Agreement") is accepted and made effective as of the 12th day of October, 2011 ("Effective Date"), between CostQuest Associates, Inc. ("Licensor") and Blackfoot Telephone Coop, Inc. ("Licensee") with respect to (i) Licensor's proprietary CQBAT software application ("CQBAT"), (ii) the output of CQBAT ("CQBAT Output") and, if applicable, (iii) a sample CQBAT database ("Sample Database"), which supports and may be used in CQBAT and therefore indirectly accessed by Licensee.

Licensor 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, under the following terms and restrictions:

1. License Grants and Restrictions

   1.1. Licensee will 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 will 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. Upon conclusion of the Project, Licensee shall at the option of Licensor, either return to Licensor or destroy all copies of Licensed Materials and cease all further use of Licensed Materials for any purpose.

   1.4. Licensee shall only make copies of the licensed CQBAT Output as required for the Project as described in the 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 Licensor as they appear.

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

   1.6. Licensee shall at all times maintain the confidentiality of the Licensed Materials, handling the Licensed Materials in compliance with the 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 Agreement, Licensee will, at its expense and without limiting any other rights available to Licensor, immediately notify Licensor and use all commercially reasonable efforts to retrieve such materials and will reimburse Licensor for all reasonable expenses incurred by Licensor in attempting to retrieve such materials.

1.7. 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.

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

1.9. In accessing or using the Licensed Materials, Licensee will not, by any action or inaction, violate laws or regulations promulgated by any governmental or quasi-governmental authorities that are binding upon it and will take all reasonable steps to assist Licensor 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.

1.10. Upon reasonable notice to Licensee, and at Licensor's sole expense, Licensor's auditors shall have the right to inspect Licensee's records relating to the Project as necessary for Licensor to verify Licensee's compliance with the terms of this 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.

2. Disclaimer of Warranties

2.1. LICENSEE ACKNOWLEDGES AND AGREES THAT (A) LICENSOR 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. LICENSOR DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE FREE FROM DEFECTS. LICENSOR 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 proceeding and any administrative or judicial review.

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

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

4. Limitation of Liability

4.1. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR DAMAGES SUSTAINED BY LICENSEE IN CONNECTION WITH THIS 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 LICENSOR 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 Licensor and that Licensor retains exclusive ownership of all such Licensed Materials and all proprietary rights associated therewith. Licensee shall, at the direction of Licensor, take all commercially reasonable measures to protect Licensor'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 Licensor 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 will 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 will 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 will 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 Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Licensee shall not assign this Agreement or transfer any rights granted hereunder, in whole or in part, without obtaining the prior written consent of Licensor, 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 Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each remaining provision of this Agreement will be valid and enforceable to the extent permitted by law. Sections 1.1 – 1.10, 2, 4, 5, and 6 shall survive any expiration or termination of this Agreement.

6.5. Governing Law. This Agreement will be governed by and construed in accordance with Federal law.

6.6. Entire Agreement. This Agreement and the 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. The 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 Agreement by their duly authorized representatives effective as of the date first set forth above.

LICENSOR:

CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
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