



Cathy Carpino
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December 19, 2012

Via ECFS

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th St. SW
Washington, D.C. 20554

**RE: Acknowledgement and Licensing Agreement, Connect America Fund, WC
Docket No. 10-90**

Dear Ms. Dortch:

In accordance with the Third Supplemental Protective Order, DA 12-1995, released December 11, 2012 in the above-captioned proceeding, please find enclosed a signed and dated Acknowledgement of Confidentiality (Appendix A) and Licensing Agreement (Appendix B) filed on behalf of Michael Lieberman, Executive Director – Public Policy, AT&T Services, Inc. A copy of the enclosed is being served this date via email to CostQuest through its Counsel of Record.

Please contact me with any questions.

Sincerely,

/s/ Cathy Carpino
Cathy Carpino

Attachments

Federal Communications Commission

DA 12-1995

APPENDIX A

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

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

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

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

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

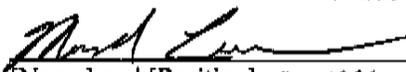
I acknowledge that it is my obligation to ensure that Licensed Materials are not accessed or used except as specifically permitted by the terms of the Third Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate.

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

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

I hereby request access to the User Materials:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I hereby request access to the Source Code Materials:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I hereby request access to the System Evaluator package:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Executed this 17 day of DECEMBER, 2012.



[Name] and [Position] MICHAEL LIEBERMAN
 [Address] EXECUTIVE DIRECTOR
 [Telephone] 1 AT&T WAY, BEDMINSTER NJ, 07921
 [E-mail address] 908 532 1189
 ml2965@att.com

Federal Communications Commission

DA 12-1995

APPENDIX B

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

¹/₁₆ THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the 1 day of DECEMBER, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and MICHAEL LIEBERMAN ("Licensee") with respect to, and including any derivative works of: (i) CostQuest's proprietary software application (the Connect America Fund Phase II forward-looking model or the "Connect America Cost Model" or "CACM"), (ii) the output of the CACM which includes only screen shots, CACM Reports, CACM Solution Sets, CACM audit reports, CACM derived data provided by Contractor to Company, and downloads available directly from the CACM website ("CACM Output"), (iii) proprietary CACM inputs, data and databases, (iv) network topologies provided as inputs to the CACM, and shall also include related drawings, designs, object code, applications, analytic tools, data provided by CostQuest that is not otherwise publicly available and that CostQuest has kept strictly confidential, defined processes and approaches, and concepts, created or generated by CostQuest at any time before, during, and under this protective order (collectively, the "User 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 User Materials, whether in form of the on-line or system evaluator versions, without fees, charges, or costs to the Licensee of any kind. Licensees will be provided with a minimum of 50 GB of storage capacity for Licensee CACM solution sets at no charge (for additional storage, a fee of \$55 per 10 GBs may be assessed). Licensee shall make use of the User Materials under the following terms and restrictions:

1. License Grants and Restrictions

- 1.1. Licensee shall utilize the User Materials only for review and evaluation for purposes of providing comments and other filings to the Federal Communication Commission ("FCC") in WC Docket No. 10-90, and in concurrent related or subsequent related administrative or judicial proceedings (the "Project").
- 1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the User Materials for any other purpose or in any other manner.
- 1.3. Licensee shall make copies only of the licensed CACM Output as required for the Project as described in section 1.1 above. On any copy of the CACM 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 User Materials provided under this Licensing Agreement except consistent with the Third Supplemental Protective Order.
- 1.5. Licensee shall at all times maintain the confidentiality of the User Materials, handling the User Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the User 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

Federal Communications Commission

DA 12-1995

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

COSTQUEST:

CostQuest Associates, Inc.

By: James Stegeman, President

LICENSEE:

MICHAEL LIEBERMAN
[name]

EXECUTIVE DIRECTOR
[position]

AT&T
[company]

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