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10-2

August 16, 2010

Catrice C. Williams  
Secretary  
Massachusetts Department of  
Telecommunications & Energy  
1000 Washington Street  
Suite 820  
Boston, MA 02118-6500

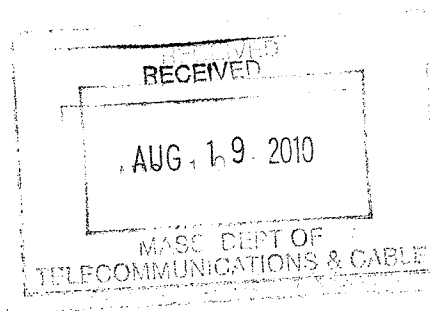
Dear Ms. Williams,

Enclosed is my signed Non-Disclosure Agreement for Massachusetts Case  
D.T.C. 07-9.

Sincerely,

*Mary E Burgess*

Enclosure



sensitive information provided to the Department and/or parties, through discovery or record requests. All proprietary and competitively sensitive information provided by OneComm to the Department and/or parties shall hereafter referred to as the PROPRIETARY INFORMATION. Proprietary and competitively sensitive information of other parties in the possession of OneComm is not covered by this Agreement.

2. Unless and until otherwise agreed or otherwise ordered by the Department or a court of competent jurisdiction, the PROPRIETARY INFORMATION and any notes, memoranda, summaries, or other information derived therefrom, shall be used by THE REQUESTING PARTY only in connection with this proceeding, or any continuation of this proceeding through recalculation, reconsideration, appeal, remand, or otherwise (such proceedings, appeals, etc. hereinafter referred to as the "Proceeding"), and may be inspected by or disclosed to only the persons described in paragraph 3 under the conditions herein established.
3.
  - a. The PROPRIETARY INFORMATION may be disclosed to and used by attorneys of record for THE REQUESTING PARTY in this Proceeding and persons who are regularly employed in such attorney's offices and engaged in or supervising the conduct of this Proceeding in accordance with this Agreement.
  - b. The PROPRIETARY INFORMATION also may be disclosed to and used by THE REQUESTING PARTY's technical experts, consultants, expert witnesses, other witnesses, and persons regularly employed in their respective offices who are involved in the Proceeding. Prior to disclosure of the PROPRIETARY INFORMATION to such persons, each such person shall execute a certificate in the form attached hereto stating that he or she has read this Agreement, and that he or she will not divulge or use the PROPRIETARY INFORMATION, except in accordance with this Agreement and that he or she will otherwise act or refrain from acting, all in accordance with this Agreement. The attorneys for THE REQUESTING PARTY shall mail each such executed certificate to counsel for OneComm. In the event that any person to whom disclosure of the PROPRIETARY INFORMATION has been made ceases to be engaged in this proceeding, access to such materials by such person shall be terminated and the PROPRIETARY INFORMATION and all notes taken concerning the PROPRIETARY INFORMATION in the possession of said person shall be returned to counsel for THE REQUESTING PARTY. However, any person who has executed the certificate in the form attached hereto shall continue to be bound by the provisions of this Agreement even if no longer so engaged.

- c. THE REQUESTING PARTY may only copy documents containing the PROPRIETARY INFORMATION to provide the documents to a person granted access pursuant to paragraph 3(b).
4.
  - a. If THE REQUESTING PARTY tenders for filing with the Department or any court any written testimony, exhibit, brief or other submission that includes, incorporates or otherwise discloses any "PROPRIETARY INFORMATION", all portions thereof disclosing such materials shall be marked "PROPRIETARY INFORMATION" and filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement.
  - b. Unless objection to disclosure is waived by counsel for OneComm, or the Department otherwise orders, "PROPRIETARY INFORMATION" or portions thereof may be marked for identification, offered, or introduced into evidence, or otherwise disclosed only in an in camera portion of this proceeding closed to all persons except those listed in paragraph 4. . Pending determination by the Hearing Officer whether or to what extent the "PROPRIETARY INFORMATION" or portions thereof will remain in camera, will be made public, or will be stricken or excluded from the record, any submission that is served, offered, or introduced in camera shall be subject to the provisions of this Agreement. That portion of the hearing transcript relating to in camera proceedings conducted pursuant to the Agreement shall be sealed and subject to this Agreement, unless otherwise ordered by the Hearing Officer. The parties hereto retain the right to question, challenge, or object to the admissibility of any and all "PROPRIETARY INFORMATION" furnished under this Agreement on any available grounds, including, but not limited to, competence, relevance and materiality.
5. Unless marked as an exhibit in this Proceeding or otherwise agreed to by the parties, all "PROPRIETARY INFORMATION" in the possession of THE REQUESTING PARTY and all copies made thereof shall, to the extent permitted by law, be returned to OneComm upon request immediately after termination of this Proceeding. In addition, unless otherwise agreed by the parties, THE REQUESTING PARTY shall, to the extent permitted by law, destroy any notes, memoranda, and other documents and information derived from "PROPRIETARY INFORMATION", upon request immediately after termination of the Proceeding, including reconsideration and any related appellate litigation, except those marked as an exhibit in this Proceeding, and certify in writing to counsel for OneComm that such destruction has been accomplished.

6. OneComm may also designate certain materials as "HIGHLY SENSITIVE PROPRIETARY INFORMATION", which shall be a subset of "PROPRIETARY INFORMATION" and subject to both the terms of this Agreement pertaining to "PROPRIETARY INFORMATION" and the additional protections of this paragraph. "HIGHLY SENSITIVE PROPRIETARY INFORMATION" includes, but is not limited to: (a) customer specific information, (b) contractual information that is competitively sensitive, or (c) business operations or financial information that is commercially sensitive. Documents classified as "HIGHLY SENSITIVE PROPRIETARY INFORMATION" shall be labeled accordingly. THE REQUESTING PARTY may make only one copy of "HIGHLY SENSITIVE PROPRIETARY INFORMATION." Limited notes may be made of "HIGHLY SENSITIVE PROPRIETARY INFORMATION" and such notes shall themselves be treated as "HIGHLY SENSITIVE PROPRIETARY INFORMATION". THE REQUESTING PARTY shall allow access to "HIGHLY SENSITIVE PROPRIETARY INFORMATION" only to persons who are (a) outside counsel, (b) outside consultants working under the direction of such counsel, (c) in-house counsel of THE REQUESTING PARTY as long as such counsel is not involved with competitive decisionmaking as discussed below, and (d) other regulatory affairs employees of THE REQUESTING PARTY working with and under the direction of such counsel who have been authorized by OneComm to review "HIGHLY SENSITIVE PROPRIETARY INFORMATION." Such authorization of non-legal employees shall be deemed to have occurred if counsel for OneComm does not object within five business days of having been notified of the identity and position of such person. Notification shall be deemed to have occurred at the time that an e-mail or fax providing such notification has been sent. The sole basis upon which OneComm's counsel may object to such person(s) shall be that such person is now, or in the foreseeable future may, be, involved in making competitive decisions (including, but not limited to marketing or business planning activities) on behalf of the signing party. OneComm's counsel may request an affidavit from a responsible officer of THE REQUESTING PARTY that states that such employee meets the conditions stated above and describes the scope of such employee's duties. The REQUESTING PARTY shall have the right to challenge an objection by OneComm's counsel before the Hearing Officer and/or Department, and OneComm shall have the right to defend their objection.
7. The REQUESTING PARTY may provide materials it considers PROPRIETARY MATERIALS or HIGHLY SENSITIVE PROPRIETARY MATERIALS to OneComm such that OneComm obtaining such materials is bound in the same manner and to the same extent regarding the REQUESTING PARTY'S materials as the REQUESTING PARTY is for the OneComm materials.

8. Nothing in the foregoing provisions of this Agreement shall be deemed to preclude any person from seeking and obtaining, on an appropriate showing, such additional protection or relief as may be available under applicable law.
9. Any material that the Department has determined is not entitled to protective treatment under Massachusetts law shall not be subject to the requirements of this Agreement notwithstanding the designation of such material as PROPRIETARY MATERIALS or HIGHLY SENSITIVE PROPRIETARY MATERIALS hereunder. For purposes of this paragraph, the Department's determination shall not be considered final until after the appeal period has or run or after any and all appeal rights have been exhausted.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of Aug. 9, 2010.

ONE COMMUNICATIONS

By: \_\_\_\_\_

[Company Name – REQUESTING PARTY]

AT & T

**COMMONWEALTH OF MASSACHUSETTS**

**DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

**Complaint of Choice One Communications of )  
Massachusetts Inc., Conversent Communications )  
Massachusetts, LLC, CTC Communications Corp. )  
And Lightship Telecom, LLC (collectively, "One ) D.T.C. 10-2  
Communications"), For Exemption from Price Cap )  
On Intrastate Switched Access Rates as Established in )  
D.T.C. 07-9 )**

**NONDISCLOSURE AGREEMENT AND CERTIFICATE**

I hereby certify my understanding that the "PROPRIETARY INFORMATION is being provided to me pursuant to the terms and restrictions of the Nondisclosure Agreement dated Aug 8, 2010. I also certify that I have been given a copy of that Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the "PROPRIETARY INFORMATION, and any notes, memoranda, or any other form of information regarding or derived from the "PROPRIETARY INFORMATION", shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only for the purpose of this Proceeding.

I further acknowledge that, in the event that I cease to be engaged in the above captioned Proceeding, I shall continue to be bound by the terms and conditions of the Agreement.

