

CONSENT DECREE ON CONFIDENTIALITY

On this day, Telecom Decision Makers, Inc. ("Telecom") and Birch Communications, Inc. ("Birch") agree to the following terms in connection with the production of certain requested documents by Birch in the matter of Telecom Decision Makers Inc., v. Access Integrated Networks Inc. and Birch Communications, Inc., Case Number 3:08-CV-609-S ("the litigation" or "the lawsuit") currently pending in the Western District of Kentucky.

IT IS AGREED that:

1. **General.** This Consent Decree ("Agreement") shall apply to all documents and other information and all copies, excerpts, or summaries thereof, produced by Birch in response to discovery requests for the production of documents served on Birch by Telecom.
2. **Confidential Designation.** Certain documents, which Birch in good faith believes contains proprietary, trade secret, confidential, or sensitive business information, technical information, information involving privacy interests, and other commercially or competitively sensitive information of a nonpublic nature or received on a confidential basis, including, but not limited to, proprietary business information including training materials or any other materials distributed internally to Birch employees, will be designated by Birch as 'Confidential' by causing the document to have a stamp stating 'Confidential' on the Document.
3. **Use of Discovery Material.** All documents subject to this Agreement that have been designated by Birch as 'Confidential', and all copies, excerpts, or summaries thereof, shall be used only for purposes of this litigation and not for any other purposes whatsoever, and may not be distributed or disseminated to any persons unaffiliated with this litigation for any purpose.
4. **Disclosure of Confidential Information.** Telecom agrees that all documents designated by Birch as 'Confidential' will not be shared with any other party or interested person unless and until such party or person executes this Agreement. Telecom will be responsible for obtaining the signature of any other party or person who wishes to view Confidential documents. Moreover, all documents shall be kept confidential during the pendency of this lawsuit, shall be used solely in connection with this lawsuit, and shall not be disclosed or divulged (or the contents hereof disclosed or divulged) to any person other than:
 - a. The Court pursuant to the terms of this Agreement;
 - b. Attorneys of record and employees of their law firms who are assisting the attorneys in the prosecution or defense of this litigation;
 - c. The parties and their insurers;
 - d. Experts or other persons retained or employed by counsel for the parties to assist in the prosecution or defense of this litigation, including all

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employees of such experts or consultants who assist with work on this litigation;

- e. Other witnesses during depositions or at trial, subject to the terms of this protective order; and
- f. Court reporters reasonably required for the preparation of transcripts of testimony.

5. Terms of Disclosure to Qualified Persons. Documents designated by Birch as Confidential may be disclosed to the persons identified in paragraph 4 above (hereinafter referred to as "Qualified Persons"). Except as provided herein, no copies of any such 'Confidential' material shall be made or furnished, and no information contained therein shall be disclosed, to any person, firm or corporation except those identified above.

6. Filing and Use of Confidential Materials. If a party desires to file in the public record, either as an exhibit to or as part of any brief, memorandum or affidavit, or other paper, or to use as an exhibit at trial, any document that has been designated as 'Confidential' by Birch, that party shall notify Birch of their intent to file such materials in the public record a minimum of five (5) days before the date of filing and shall file the materials under seal.

7. Return of Confidential Materials. Within ninety (90) days after final termination of this case (including all appellate proceedings), and upon the request of the producing party, all Discovery Material (including all copies of the foregoing and any analyses, studies and reports derived therefrom) in the possession of a party to this litigation, its attorneys, consultants, and agents shall be returned to the producing party (Birch) or destroyed. If a party agrees to destroy 'confidential' materials, they shall confirm the destruction in writing to Birch or its counsel.

8. Non-waiver of Rights. Nothing contained in this Agreement:

- a. shall affect the right of any person or party to make any objection, claim or other response to discovery served on it;
- b. shall affect the right of any person or party to make any objection, claim or other response to any question at a deposition;
- c. shall be construed as an admission or agreement that any specific document, material or information is or is not confidential or proprietary;
- d. shall be construed as a waiver of any legally cognizable privilege to withhold any document or information, or of any right which a person or party may have to assert such privilege at any stage of the proceedings; or
- e. shall be construed to prejudice the right of any person or party to oppose the admissibility or production of documents or other information on grounds of lack of relevancy or any other reason.

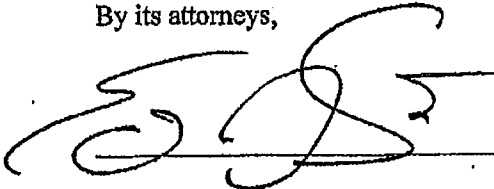
9. The parties consent to the court's jurisdiction in resolving disputes or enforcing this Agreement. Objections to the confidentiality designation of any document produced by Birch shall be resolved by the presiding Judge (or his nominee) upon motion of the objecting party after attempting in good faith to resolve the objection with Birch.

10. In the course of future discovery, if either party should believe in good faith that it is unable to produce responsive, non-privileged discovery responses without a higher level of protection from disclosure than would otherwise be provided by this Consent Decree, both parties agree to use their best efforts to negotiate an Addendum to this Decree that would provide the protection necessary for that specific discovery. If and only if these efforts have not succeeded for 10 days, the parties agree to request the assistance of Magistrate Moyer in working out an acceptable level of protection for that specific discovery.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

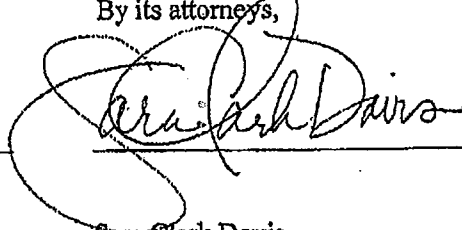
AGREED TO this 2nd day of November, 2009.

TELECOM DECISION MAKERS, INC.
By its attorneys,



Edward J Smith
George Cochran
Smith, Greenberg & Leightty, PLLC
2321 Lime Kiln Lane,
Suite C
Louisville, Kentucky 40222

BIRCH COMMUNICATIONS, INC.
By its attorneys,



Sara Clark Davis
Robert Y. Gwin
Gwin, Steinmetz & Baird, PLLC
401 W. Main Street
Suite 1000
Louisville, Kentucky 40202