

User Class Statement

This User Class Statement defines the rights and use of the Licensed Material for a) internet service providers, b) state, local and tribal governmental entities, and c) approved third parties for specific counties, and is effective as of October 11, 2023. As applicable, this User Class Statement supersedes and replaces any User Class Statement which was previously in effect between the Parties. This User Class Statement is hereby incorporated into and made a part of the Agreement.

1. User Class 2:

This user class includes: a) internet service providers (“**ISPs**”), b) state, local and tribal governmental entities, and c) approved third parties for specific counties.

2. Data

The Data encompasses a file of Broadband Serviceable Locations (“**BSL**”) defined with the following fields:

- A unique, standardized, alphanumeric string for each structure in the dataset that can be used to identify that structure.
- The latitude and longitude of a point falling within the boundary of the structure or parcel where a structure is not identified, to at least 5 digits of precision in WGS84 coordinate reference system.
- An address or addresses, if any, associated with each structure in a standardized format
- The estimated number of residential and/or business units within each Multiple Dwelling Unit (“**MDU**”) and Multiple Tenant Unit (“**MTU**”).
- An indication of whether each structure is a BSL, a location to which mass-market broadband Internet access service is or should be made available, made in consultation with the FCC.
- For each BSL, a classification of the structure as residential, business, or multi-use; or for each structure not classified as a BSL, a classification for the reason it is not a BSL (e.g., a government building, schools, library, hospital or other structure used by an entity that likely subscribes to enterprise/non-mass market service; or secondary structures on a property).

The geographic extent of Data users in User Class 2 will have access to:

- For ISPs: counties where the ISP indicates it offers mass market broadband service; and
- For state, local and tribal governmental entities: the counties in which they offer service or have legal jurisdiction.
- For approved third parties for specific counties: the counties in which they have been approved.

The geographic extent of Data that Licensee will have access to is set forth in Exhibit A to this UCS, which is attached hereto.

The Data will be updated every 6 months or more frequently as agreed.

3. Related Material Provided in Addition to the Data

Licensees will be provided access to the following material related to the Data (“**Related Material**”)

- Methodology manual
- Data dictionary for meta and contained data
- Additional data files related to the Fabric Data that provide additional attributes about the Fabric Data (“**BSL Attributes**”) may be provided by CostQuest.

4. Licensed Material

“Licensed Material” includes Data, Related Material, Derivatives, Derivative Data Reports, Derivative Data Records, Limited Field Derivative Data Records (each as further defined in Table 1 below) and any associated material related thereto, including: documentation, source code, related drawings, designs, object code, defined processes and approaches, and concepts, created or generated by Licensor, at any time before or during the Term of the License.

Table 1. Definitions	
Term	Definition
Derivative	Means any addition, improvement, update, modification, transformation, adaptation or other derivative work of or to the Licensed Material, including, without limitation, reformatting of the Licensed Material into a different format or media from which it is delivered to Licensee; any addition or extraction of data, information or other content to or from the Licensed Material; or any copy or reproduction of the Licensed Material.
Derivative Data Reports	Means a Derivative representing an aggregation of Data at the USF Study Area, the Census Block (“CB”), or Zip Code geographic level or above. Derivatives cannot be provided at the record level of the Data. Latitudes and Longitudes of the Data cannot be provided in the Derivative datafile.
Derivative Data Records	Means a Derivative that contains any information from Data. This includes any correction to BSL records (e.g., challenges) or any Broadband Provider coverage filing defined under the Broadband DATA Act.
Limited Field Derivative Data	Means a Derivative that contains information from Data. Only the location_id from the Data can be provided in any Limited Field Derivative Data Record.

5. General Use Restrictions

Licensor procures some of its geospatial data from third-party data providers which require specific use restrictions for sublicensees. These use restrictions, along with Licensor's own use restrictions, have been combined as follows for use of the Licensed Material. Licensee shall only use the Licensed Material for the Permitted Uses (as that term is defined in Section 7 herein below). Except as expressly allowed for and set forth in the Permitted Use, Licensee shall not disclose, release, distribute, or deliver the Licensed Material, or any portion thereof, to any third party without Licensor's prior written consent. Any purpose or use not specifically authorized according to the Permitted Uses is prohibited unless otherwise agreed to in writing by Licensor. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) create a Derivative of the Licensed Material, other than consistent with the terms of the Agreement (including this UCS); (ii) sublicense, distribute, assign, rent, sell, lease or loan the Licensed Material or any right(s) therein to any third party (including the inclusion of the Licensed Material into a platform or viewer that is made available to any third party); (iii) use the Licensed Material to improve the accuracy of any other geospatial data that are substantially similar to or that serves substantially the same purpose as the Licensed Material; (iv) use or access the Licensed Material for the purpose of developing, training, testing, or validating a machine learning platform; (v) use the Licensed Material to distribute or sell personally identifiable information; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Licensed Material or methods used to compile the Licensed Material, in whole or in part; (vii) remove any proprietary notices included within the Licensed Material; (viii) use or access the Licensed Material for the purpose of recreating similar data; (ix) modify any Licensed Material in a manner that infringes upon the intellectual property rights of any third-parties or violates any laws; or (x) other than as expressly allowed under the Permitted Uses, use the Licensed Material for Licensee's own internal business operations. Furthermore, during the Term of this Agreement (unless circumstances warrant additional audits as described below), Licensor reserves the right to audit Licensee's record(s) to ensure compliance for usage and (if applicable) grants of access in and to the Licensed Material upon at least thirty (30) days' written notice and no more than one (1) time in any twelve (12) month calendar period. Any such audit will be at Licensor's cost, unless the results of such audit disclose any breach of this Agreement by Licensee, in which case Licensee shall bear the full cost and expense of the audit and shall make payment for the same to Licensor within thirty (30) days of the disclosure of results of the audit. Notwithstanding the foregoing, the Parties agree that Licensor reserves the right to conduct an audit at any time upon reasonable notice in the event of investigations of bona fide claims of misappropriation, fraud or business irregularities.

6. Term

This Agreement and the licenses granted hereunder will become effective as of the Effective Date, and unless earlier terminated as provided in this Agreement, will continue for a period of one (1) year and will automatically renew for subsequent one (1) year terms so as long as Licensee remains a member of User Class 2, and so long as Licensor is the vendor of the Licensed Material to the

FCC for the Broadband Data Collection as required by the Broadband DATA Act, 47 U.S.C. § 641 et seq. (collectively, the “**Term**”). Notwithstanding the foregoing, either party may elect not to renew this Agreement at the conclusion of any one (1) year term by providing no less than sixty (60) days prior written notice to the other party of its intention that this Agreement not renew.

7. Permitted Uses for User Class 2:

The license to the Licensed Material is geographically restricted to: (a) for ISPs, the counties where the ISP indicates it offers mass market broadband service, (b) for state, local and tribal governmental entities, the counties in which they offer service or have legal jurisdiction and (c) for approved third parties for specific counties: the counties in which they have been approved. In the case of (a), (b), and (c), use of the Licensed Materials is permitted only as expressly contemplated in the Agreement, and only as necessary (i) to create, correct, challenge and/or submit broadband availability data to the FCC in the Broadband Data Collection as required by the Broadband DATA Act, 47 U.S.C. § 641 et seq. or, as applicable, with other entities that have executed a CostQuest User Tier 2 Data License Agreement (“**Additional Licensees**”) (collectively referred to as “**BDA Obligations**”), (ii) reporting and/or compliance requirements associated with the Affordable Connectivity Program orders and rules pursuant to 47 U.S.C. § 1752 (**Affordability Program Obligations**); and/or (iii) reporting and/or compliance requirements associated with 47 U.S.C. § 1704 in regard to Universal Service Fund orders and rules pursuant to 47 U.S.C. § 254 (including, but not limited to location deployment reporting obligations in USAC’s High Cost Universal Broadband (HUBB) pursuant to 47 CFR §§ 54.316, and reviewing, implementing, and/or revising deployment obligations, *see e.g., the Rural Digital Opportunity Fund Order*, 35 FCC Rcd 686, 709, at para. 45 (2020); *The Uniendo a Puerto Rico Fund and the Connect USVI Fund*, 34 FCC Rcd 9109, 9144-46, paras. 63-66 (2019)) (collectively referred to as “**Pre-BDA USF Obligations**”). Specifically, this use of the Licensed Materials only allows:

- A. Rights to access, use, copy, modify, reproduce, prepare a Derivative (e.g., maps, reports of location-weighted broadband availability by geography, sample frames for auditing, or additional quality reports).
- B. Rights to access via application programming interface (“**API**”) and/or download from the FCC’s website.
- C. For BDA Obligations, rights to create and provide to the FCC and to Additional Licensees challenge/correction Derivative Data Records; *provided, however*, that no Derivative Data Records which are provided Additional Licensees may include latitude / longitude fields or address fields, and provided further that any Derivative Data Records provided to Additional Licensees must match the format for Derivative Data Records as required by the FCC.
- D. For BDA Obligations, rights to create a list of Derivative Data Records that the Licensee needs to file with the FCC as part of the Broadband Data Collection, and share with Additional Licensees hereunder; *provided, however*, that no Derivative Data Records which are provided to Additional Licensees may include latitude / longitude fields or address fields, and provided further that any Derivative Data Records provided to Additional Licensees must match the format for Derivative Data Records as required by the FCC.

- E. Rights to create Limited Field Derivative Data Records, including those that the Licensee needs to file with and/or report to the FCC and/or its agents and/or any FCC-established entities (e.g., USAC) for any USF or other required reporting.
- F. Rights to use the BSL Attributes for internal use only.

For the avoidance of doubt, Licensee acknowledges and agrees that any Derivative Data Records or Limited Field Derivative Data Records created by Licensee and/or received by an Additional Licensee pursuant to this UCS shall at all times be subject to the terms and conditions of this UCS and the Agreement, including the same general use restrictions and permitted uses set forth in this UCS.

Notwithstanding anything set forth herein, Licensee acknowledges and agrees that the FCC shall have and retain full, unlimited rights in perpetuity to any correction(s) to Data submitted to the FCC by Licensee (i.e. the FCC shall be permitted to use, copy, modify, reproduce, prepare derivative works or publish the correction data, in whole or in part, in any manner, for any purpose, or authorize others to do so), and the FCC shall grant to Licensors a non-exclusive, perpetual, irrevocable license to use such correction data for the purpose of correcting or otherwise modifying the Data.

The FCC owns and retains all right, title and interest, whether express or implied, in and to any and all FCC-collected broadband availability data and broadband availability challenge data submitted to the FCC, and any derivatives thereof. Licensors have no and acquire no right, title or interest, whether express or implied, in and to such data. For avoidance of doubt, neither the FCC nor Licensors have any rights to or ownership over underlying data sources used to prepare and submit Fabric challenges, regardless of whether or not such data were submitted to the FCC in support of the Fabric challenge.

Licensee is prohibited from using Licensed Material for any other use including commercial use, publication, and other non-commercial, including internal, uses for purposes beyond their efforts for the FCC as part of its BDA Obligations, Affordability Program Obligations, or Pre-BDA USF obligations.

UCS Exhibit A

The Data in the following geographic entities are licensed for use to Licensee.

SAMPLE