

COSTQUEST DATA LICENSE AGREEMENT NTIA USER TIER C TEMPLATE

This CostQuest Data License Agreement (the “*Agreement*”), dated as of [DATE] (“*Effective Date*”), is entered into by and between CostQuest Associates, LLC an Ohio corporation, having its principal office at 659 Van Meter Street STE 520 Cincinnati, Ohio 45202 (“*Licensor*”), and [COUNTERPARTY], having its principal office at [ADDRESS, CITY, STATE, ZIP] (“*Licensee*”), and together with Licensor, the “*Parties*”, and each, a “*Party*”.

WHEREAS, Licensor has compiled data into a file consisting of Licensor’s Broadband Serviceable Locations (“*BSLs*”), and fixed network cost and business modeling services, each as is further described in the attached User Class Statement (the “*Tier C UCS*”), and such data file and related material is collectively referred to in this Agreement as the “*Licensed Material*”, as described in the Tier C UCS; and

WHEREAS, Licensor desires to license the Licensed Material to Licensee, and Licensee desires to license the Licensed Material from Licensor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LICENSE GRANT.

1.1. Subject to and conditioned on Licensee’s compliance with all the terms and conditions of this Agreement, including any modifications or amendments which may be set forth in an Addendum which is attached hereto (the “*Addendum*”), and the attached Tier C UCS, Licensor hereby grants to Licensee and its Authorized Users (as defined in section 1.4), and Licensee and its Authorized Users hereby accept a limited, non-exclusive, non-transferable right to use the Licensed Material solely in the manner set forth in the Tier C UCS (the “*Permitted Use*”).

1.2. In accessing or using the Licensed Material, Licensee shall not, by any action or inaction, violate laws or regulations promulgated by any governmental or quasi-governmental authorities that are binding upon it and shall take all reasonable steps to assist Licensor to avoid any violations of any such laws or regulations that are binding upon them.

1.3. Upon execution of this Agreement, Licensor and Licensee will establish one or more primary administrator account(s) for Licensee to manage and grant access to the Licensed Material to its Authorized Users. Licensee may use its administrator account(s) to create other user accounts and provide access credentials for the Licensed Material. As of the Effective Date, Licensee’s primary administrator(s) for the Licensed Material shall be [SPECIFY PRIMARY ADMINISTRATOR(S)], whose contact details are: [ADMINISTRATOR EMAIL], and [ADMINISTRATOR PHONE NUMBER]. Licensee may change the primary administrator upon notice to Licensor in accordance with the notice provisions in section 9.2 of this Agreement.

1.4. Licensee, and their personnel, contractors, and subcontractors (“**Authorized Users**”) may: (i) distribute and use the Licensed Material solely in the manner set forth in the Tier C UCS; and (ii) use the Licensed Material internally to create derived work, analytics, recommendations and analyses, but only to the extent required to effectuate the purposes, and within the use limitations of, the Tier C UCS; provided that Licensee shall at all times be responsible for the use of the same, including any breaches of this Agreement, by any of its Authorized Users.

1.5. Licensee and its Authorized Users will not use the Licensed Material for any purpose or in any manner outside of the Permitted Use. Notwithstanding the foregoing, and for the avoidance of doubt, Licensee and its Authorized Users will not: (i) resell or sublicense the Licensed Material; (ii) disassemble, reverse compile, reverse assemble, reverse engineer or translate any portion of the Licensed Material; (iii) use the Licensed Material in violation of applicable law or the rights of others; (iv) outside the expressly permitted uses in the Agreement, sublicense, rent, lease, or lend or host any component of the Licensed Material to or for any third party; (v) outside the expressly permitted uses in the Agreement, distribute or publish any component of the Licensed Material to or for any third party that is not an Authorized User; (vi) outside the Permitted Use in the Agreement, make the Licensed Material available, in any form or format, to any party that is not an Authorized User; or (vii) use the Licensed Material in any manner to build a competitive product or service.

2. **INTELLECTUAL PROPERTY RIGHTS.** Licensee acknowledges that, as between Licensee and Licensor, Licensor (and its third-party licensors, as applicable) owns all right, title, and interest, including all intellectual property rights, in and to the Licensed Material (regardless of whether or not Licensed Material (or portions thereof) are included in a Derivative (as defined in the Tier C UCS) created by Licensor or another party). Licensee further acknowledges that: (i) the Licensed Material is an original compilation protected by United States copyright laws; (ii) Licensor has dedicated substantial resources to collect, manage, and compile the Licensed Material; and (iii) the Licensed Material constitutes trade secrets of Licensor or its third-party licensors, as applicable. Notwithstanding the foregoing, Licensor acknowledges that any claims of intellectual property ownership it may assert in the Licensed Material are subject to applicable intellectual property laws, including but not limited to United States copyright laws. Licensor reserves all rights over Licensed Material not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Licensed Material.

3. **CONFIDENTIAL INFORMATION AND DATA SECURITY.**

3.1. **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, proprietary intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Without limiting the foregoing, for purposes of this Agreement, the Licensed Material will be deemed Confidential Information of Licensor. To the extent permitted by applicable law, the terms and conditions of this Agreement shall also be

considered Confidential Information. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure (as can be evidenced by written records); (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party whom was not, to the best of receiving Party's knowledge, subject to an obligation of confidentiality with respect thereto; or (iv) independently developed by the receiving Party. The receiving Party shall use the Confidential Information only as necessary in connection with its performance and rights hereunder. The receiving Party shall utilize at least the same standard of care (but in no event less than a reasonable standard of care) to protect the confidentiality and security of the disclosing Party's Confidential Information as it uses to protect and secure its own information of similar importance. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's Authorized Users who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

3.2. Licensed Material Security. Licensee shall use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Licensed Material and to protect the Licensed Material from unauthorized access, disclosure, duplication, use, modification, or loss, including without limitation, the requirements set forth in the Tier C UCS. Licensee shall notify Licensor without unreasonable delay, and no later than 72 hours, after becoming aware of a security breach, security incident, or unauthorized access to, acquisition, use, loss, denial, or loss of use, destruction, compromise, or disclosure of any Licensed Material ("**Security Incident**"). Such notification shall at least:

- a. describe the nature of the Security Incident including, where possible, the categories and approximate number of Licensed Material records concerned; and
- b. describe the measures taken or proposed to be taken to address the Security Incident including, where appropriate, measures to mitigate its possible adverse effects.

4. FEES AND PAYMENT.

4.1 Generally. There are no fees to be assessed against Licensee for the use of the Licensed Material for the Permitted Use hereunder.

5. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS.

5.1. Mutual. Each Party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

5.2. Licensor Warranties. Licensor warrants that the Licensed Material will be provided in material conformity with the specifications set forth in the Tier C UCS. For any breach of an above warranty, Licensee's exclusive remedies are to terminate this Agreement for cause as provided in Section 8 below.

5.3. Licensee Warranties. Licensee warrants that Licensee's receipt and use of the Licensed Material will be in compliance with all applicable laws, rules and regulations.

5.4. Disclaimer. EXCEPT AS IS EXPRESSLY PROVIDED IN THIS SECTION 5, THE LICENSED MATERIAL IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT (BUT SEE SECTION 6.1 REGARDING INDEMNIFICATION FOR INFRINGEMENT), AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED MATERIAL, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. INDEMNIFICATION.

6.1. Licensor Indemnification.

a. Subject to Section 7 (Limitations of Liability), Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Licensee's Permitted Use of the Licensed Material infringes or misappropriates such third party's US intellectual property rights, provided that Licensee (i) promptly notifies Licensor in writing of the Third-Party Claim, (ii) reasonably cooperates with Licensor in defense of such Third-Party Claim, and (iii) allows Licensor sole authority to control the defense and settlement of such claim. Licensee shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. The obligations set forth herein do not apply to the extent a Third-Party Claim arises out of or is related to (1) Licensee's breach of this Agreement, or (2) the combination of any Licensed Material with any materials or services

not provided by Licensor and the combination of such is the cause of the claim (“*Excluded Claims*”).

b. If such a Third-Party Claim is made or appears possible, in Licensor’s sole discretion, Licensor may at its cost, (i) modify or replace any such infringing Licensed Material or other material so that it no longer infringes or misappropriates, (ii) obtain a license for Licensee’s continued use of that portion of the Licensed Material in accordance with this Agreement, or (iii) terminate Licensee’s license for that portion of the Licensed Material upon 30 days’ written notice.

6.2. Licensee Indemnification. To the extent permitted by applicable law, Licensee shall indemnify, hold harmless, and, at Licensor’s option, defend Licensor from and against any Losses resulting from any Third-Party Claim that, if brought against Licensor, would be an Excluded Claim, including claims relating to Licensee’s receipt of the Licensed Material in breach of this Agreement or applicable law, or, in combination with any materials or services not provided by Licensor, or any Third-Party Claims which are based on Licensee’s negligence or willful misconduct, provided that Licensor (i) promptly notifies Licensee in writing of the Third-Party Claim, (ii) reasonably cooperates with Licensee in the defense of such Third-Party Claim, and (iii) allows Licensee sole authority to control the defense and settlement of such claim (provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement). Licensor shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

6.3. Sole Remedy. THIS SECTION 6 SETS FORTH LICENSEE’S SOLE REMEDIES AND LICENSOR’S SOLE LIABILITY AND OBLIGATION FOR ANY TYPE OF CLAIM FOR INDEMNIFICATION, INCLUDING, BUT NOT LIMITED TO, ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE LICENSED MATERIAL INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF ANY THIRD PARTY.

7. LIMITATIONS OF LIABILITY. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY LICENSED MATERIAL OR BREACH OF LICENSED MATERIAL OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE

THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED TEN THOUSAND DOLLARS (\$10,000).

8. TERM AND TERMINATION.

8.1. Term. The Term of this Agreement is perpetual, unless terminated in accordance with this Section.

8.2. Termination.

a. In addition to any other express termination right set forth elsewhere in this Agreement, Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee breaches any of its obligations under this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.

b. Licensor may terminate this Agreement by means of a written notification in accordance with this Agreement in the case the Licensee no longer meets the requirements of the Tier C UCS or in the case Contract No. 1331L523C13500008 between NTIA and CostQuest is terminated.

8.3. Suspension. Licensor may suspend access to the Licensed Material (including by temporarily revoking access, as applicable) in case of: (i) Licensor's becoming aware of what Licensor deems a credible claim that Licensee's use of the Licensed Material violates any applicable law, rules or regulations or infringes upon third party rights; (ii) Licensee's use of the Licensed Material in violation of this Agreement, or in a manner that interferes with the provision of the Licensed Material; or (iii) in any event where Licensor is entitled to terminate this Agreement for cause.

8.4. Effect of Termination for Breach. Exclusively upon termination of this Agreement under section 8.2(a), the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 1, Licensee shall cease all use of the Licensed Material and any Derivatives thereof, and certify such in writing to the Licensor.

8.5. Survival. Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 8, as well as Section 1.5, Section 3, Section 4, Section 5, Section 6, Section 7, and Section 9 of this Agreement, along with the Tier C UCS.

9. MISCELLANEOUS.

9.1. Entire Agreement. This Agreement, together with any Addendum, the Tier C UCS, and any other documents incorporated herein by reference and all other related exhibits or attachments (if any), constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such

subject matter as between the Parties. In the event of any inconsistency between the statements made in the body of this Agreement, the Tier C UCS, any related exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding any exhibits, (ii) second, the Tier C UCS, (iii) third, the Addendum attached hereto, if any, (iv) fourth, any exhibits to this Agreement, other than the Addendum, as of the Effective Date; and (v) fifth, any other documents incorporated herein by reference.

9.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “*Notice*”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by each Party from time to time in accordance with this Section). The Parties shall deliver Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notwithstanding the above, notices or other communications can also be deemed as delivered when sent by email with confirmation of read receipt requested or, in the absence of a read receipt, five (5) business days after the notice was sent. In any event, a Party’s reply must not be unreasonably withheld. If sent by email, then to Licensor at IFAsupport@costquest.com; and to Licensee at the email address for the primary administrator set forth in Section 1.3 of this Agreement.

9.3. Force Majeure. In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

9.4. Amendment and Modification; Waiver. The UCS may be amended, modified or changed from time to time by CostQuest, with approval from the NTIA, whose approval will not be unreasonably withheld. CostQuest will provide Licensee with Notice of any UCS modification by email and Licensee’s continued use of the Licensed Material will serve as Licensee’s consent to any UCS modification(s). Exclusive of the UCS, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.5. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.6. Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

9.7. Export Regulation. The Licensed Material may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Licensed Material to, or make the Licensed Material accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Licensed Material available outside the US.

9.8. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 1 or, in the case of Licensee, Section 3 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

9.9. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

LICENSOR

LICENSEE

CostQuest Associates, LLC

[REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

Tier C User Class Statement

This User Class Statement defines the rights and use of the Licensed Material for any NTIA designated broadband grant program recipients that are a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient and will fulfill their federal broadband grant program obligations (“*Licensee*”), and is effective as of December 28, 2023. As applicable, this Tier C User Class Statement supersedes and replaces any Tier C User Class Statement which was previously in effect between the Parties. This Tier C User Class Statement is hereby incorporated into and made a part of the CostQuest Data License Agreement.

1. User Class C:

This user class includes any NTIA designated broadband grant program recipients that are a any State of the United States, the District of Columbia, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands (together, a “*State*”), local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient and will fulfill their federal broadband grant program obligations.

2. Data

The “*Data*” encompasses files of Broadband Serviceable Locations (“*Fabric Data*”), as that term is defined by the Federal Communications Commission and implemented in the CostQuest Associates, LLC Fabric, and data generated from fixed network cost and business modeling services (“*Cost Data*”).

- a) The Fabric Data shall, at a minimum, include 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 Broadband Serviceable Location (“*BSL*”), a location to which mass-market broadband Internet access service is or should be made available, as directed by 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).

Licensor shall provide the Fabric Data releases in alignment with the Federal Communications Commission’s (“*FCC*”) final versions. Licensee should receive the FCC final version once NTIA authorizes release.

- b) Licensor shall provide Cost Data integrated with the Fabric Data. The files will contain the following fields, at a minimum:
 - Location_ID
 - FTTH_TotallInvestment_Greenfield
 - FTTH_NPV_Greenfield
 - FW_Total Investment_Greenfield
 - FW_NPV_Greenfield

Licensor shall provide a timeline of available updates to the Cost Data.

- c) The Data’s geographic extent will cover the geographic area over which Licensee has jurisdiction.

3. Related Data Materials Provided in addition to the Data

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

- Proprietary Methodology manuals for the Fabric and the Cost Data.
- Training slide deck to overview data, process, issues, quality, and output
- Data dictionary for meta and contained data

4. Licensed Material

“Licensed Material” includes Data, Related Data Materials, Derivatives, Derivative Data Reports, Derivative Data Records (each as further defined in Table 1 below) and any associated material related to, including: documentation, source code, related drawings, designs, object code, defined processes and approaches, and concepts, created or generated by Licensor, at any time before, during, or after the Term of the License. For the avoidance of doubt, “Licensed Material” does not include any Derivative created or generated by an entity other than the Licensor; provided, however, that any portion(s) of Data incorporated within such Derivative shall at all times remain Licensed Material and the property of Licensor. Licensee may create, generate, modify, or otherwise use Derivatives, including Derivative Data Reports and Derivative Data Records, only for the Permitted Uses and consistent with the terms of the Agreement. **Table 1** lists applicable terms and definitions.

Table 1. Definitions	
Term	Definition

Derivative	Means any addition, improvement, update, modification, transformation, adaptation or 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 either the Census Block (“CB”), H3_8 or Zip Code geographic level or above. Derivatives cannot be provided at the record level of the Data.
Derivative Data Records	Means a Derivative that contains any information from Fabric Data. Only location_id, address_primary, city, state, zip, zip suffix, and bsl_flag from the Fabric Data can be provided in any 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 6 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 that is not an Authorized User without Licensor’s prior written consent (an “External Party”). **Any purpose or use not specifically authorized herein 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, assign, rent, sell, lease or loan the Licensed Material or Derivatives or any right(s) therein; (iii) distribute the Licensed Material or Derivatives to any External Party (including the inclusion of the Licensed Material or Derivatives into a platform or viewer that is made available to any External Party); (iv) use the Licensed Material or Derivatives 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; (v) use or access the Licensed Material or Derivatives for the purpose of developing, training, testing, or validating a machine learning platform; (vi) use the Licensed Material to distribute or sell personally identifiable information; (vii) 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; (viii) remove any proprietary notices included within the Licensed Material; (ix) use or access the Licensed Material or Derivatives for the purpose of recreating similar data; (x) modify any Licensed Material in a manner that infringes upon the intellectual property rights of any third-parties or violates any laws; or (xi) use the Licensed Material or Derivatives for Licensee’s own internal business operations other than the Permitted Uses.

Licensee will maintain a file containing an acknowledgement in writing of its Authorized Users (entities, not individuals) that have read and agreed to the terms of this end user license Agreement, attached hereto as Exhibit B (and when signed, an “Acknowledgement”). Annually,

Licensor may request Licensee to provide a list of its Authorized Users that have signed the Acknowledgement, noted with those who are new and those that have ceased access. Licensee also agrees to allow Licensor to audit the file of Acknowledgments upon at least thirty (30) days' written notice and no more than one (1) time in any twelve (12) month calendar period.

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. Permitted Uses for User Class C:

Use of the Licensed Material is permitted only as expressly contemplated in the Agreement, in accordance with NTIA contract 1331L523C13500008 (the "**Contract**"), and only as necessary to fulfil Licensee's statutory broadband-related obligations, including but not limited to those set forth in the IJA, the ACCESS BROADBAND Act, the Internet for All Initiatives, and such future federally administered broadband deployment programs as may be legislatively mandated. Specifically, the license only allows:

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- E. Rights to publish the Fabric Data’s location_id field, as part of a Derivative, for a subset of locations whose eligibility for broadband grant programs administered by the FBGAs, the ACCESS BROADBAND Act, the Internet for All initiative, or any future federally administered broadband deployment program is impacted by prior broadband funding or for a purpose necessary for the Licensee to fulfill its federal broadband grant program obligations as a Pass Through Entity.
- F. Rights to establishing an “extremely high cost per location threshold” described in section IV.B.5.b.8 of the BEAD NOFO.
- G. Rights to estimate and validate the deployment costs for projects proposed by BEAD Program subgrantees.
- H. Rights to report on build out progress in connection with broadband grant programs subject to the restrictions detailed above.

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UCS Exhibit A

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

SAMPLE

UCS Exhibit B

Acknowledgement of Authorized User

The undersigned Authorized User of Licensee hereby enters into the forgoing Agreement for the purpose of acknowledging and agreeing to the terms thereof, including, without limitation, the Tier C UCS.

Authorized User

Entity _____
Name:

By: _____

Name: _____

Title: _____

Date: _____

