

COSTQUEST DATA LICENSE AGREEMENT USER TIER 2

This CostQuest Data License Agreement (the “**Agreement**”) together with any addenda, dated as of 7/5/2023 (“**Effective Date**”), is entered into by and between CostQuest Associates, Inc. an Ohio corporation, having its principal office at 1430 East McMillan St., Cincinnati, OH 45206 (“**Licensor**”), and MONTEREY, COUNTY OF, a Local entity, having its principal office at 1590 Moffett St Salinas, California 93905 (“**Licensee**”), and together with Licensor, the “**Parties**”, and each, a “**Party**”.

WHEREAS, Licensor has compiled data into the file of Broadband Serviceable Locations (“**BSLs**”) described in the attached User Class Statement(s) (each, as applicable, the “**UCS**”), and such file of BSLs and related material is referred to in this Agreement as the “**Licensed Material**”, as described in the applicable 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 and the attached UCS, Licensor hereby grants to Licensee and its Authorized Users, and Licensee and its Authorized Users (as defined in section 1.3) hereby accept a limited, non-exclusive, non-transferable right to use the Licensed Material solely in the manner set forth in the UCS (the “**Permitted Use**”).

1.2. 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 Steven Paxton, whose contact details are: paxtons@co.monterey.ca.us, and 831-796-1463. Licensee may change the primary administrator upon notice to Licensor in accordance with the notice provisions of this Agreement.

1.3. Licensee, its affiliates, and their personnel and subcontractors (“**Authorized Users**”) may: (i) distribute and use the Licensed Material solely in the manner set forth in the applicable 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 UCS.

1.4. Licensee may permit its Authorized Users to access and use the Licensed Material on behalf of and for the internal business purposes of Licensee and for the purposes set out in the applicable UCS and in accordance with the terms and conditions of this Agreement, 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 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 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, distribute, publish, 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, make the Licensed Material available, in any form or format, to any third party; or (vi) use the Licensed Material in any manner to build a competitive product or service.

2. INTELLECTUAL PROPERTY RIGHTS. As between Licensors and Licensee, Licensors own all right, title, and interest in and to all elements of the Licensed Material and any derived works created by Licensors thereupon, along with all other aspects, products, results and outputs of the same and any services provided by Licensors in connection therewith, including, but not limited to, all applicable patents, copyrights, trademarks and other proprietary and intellectual property rights therein. Licensors reserve all rights 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 Licensors. 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 or otherwise subject to any applicable public records law(s); (ii) already known to the receiving Party (as can be evidenced by written records); (iii) rightfully in the possession of the receiving Party on a non-confidential basis, as provided by 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 will 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 UCS.

4. FEES AND PAYMENT.

4.1 Generally. There are no fees to be assessed 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 any applicable 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 ARE 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, 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. LIMITATIONS OF LIABILITY. IN NO EVENT WILL LICENSOR OR LICENSEE 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 (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (iii) LOSS OF GOODWILL OR REPUTATION, (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY LICENSED MATERIAL OR BREACH OF LICENSED MATERIAL OR SYSTEM SECURITY, OR (v) 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 OR LICENSEE'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 FIFTY THOUSAND DOLLARS (\$50,000).

7. TERM AND TERMINATION.

7.1. Term. The Term of this Agreement is set forth in the UCS.

7.2. Termination. Either Party may terminate this Agreement by means of a written notification in accordance with this Agreement in case of the other Party failing to perform any material obligation under this Agreement, with such breach (if capable of being remedied) remaining uncured following a 30 days written notice. In case such breach is not capable of being remedied, termination may occur forthwith by means of a written notification. Licensor may also 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 UCS or in the case the Licensor is no longer the current vendor of the Licensed Material to the Federal Communications Commission ("**FCC**") for use in the applicable Broadband Data Collection as required by and defined in the Broadband DATA Act, 47 U.S.C. § 641 et seq.

7.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting

Licensee's obligations under Section 1.5, Licensee shall cease using and delete, destroy, or return all copies of the Licensed Material and any derivatives thereof (excluding corrections to Data created by Licensee) and certify in writing to the Licenser that the Licensed Material and derivatives (excluding corrections to Data created by Licensee) have been deleted or destroyed.

7.4. Suspension. Licenser may suspend access to the Licensed Material (including by temporarily revoking access, as applicable) in case of: (i) Licenser's becoming aware of what Licenser 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 Licenser is entitled to terminate this Agreement for cause.

7.5. 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 7, as well as Section 1.5, Section 3, Section 4, Section 5, Section 6, and Section 8 of this Agreement, along with the UCS.

8. MISCELLANEOUS.

8.1. Entire Agreement. This Agreement, together with any addenda, UCS, or 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 UCS(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, any state or local law addendum attached to this Agreement as of the Effective Date; (ii) second, the UCS which is then in-effect, (iii) third, this Agreement, excluding its Exhibits; (iv) fourth, the Exhibits to this Agreement as of the Effective Date; and (v) fifth, any other documents incorporated herein by reference.

8.2. 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 Licenser at nbfsupport@costquest.com; and to Licensee at the email address for the primary administrator set forth in Section 1.2 of this Agreement.

8.3. 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.

8.4. Amendment and Modification; Waiver. 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.

8.5. 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.

8.6. Governing Law; Submission to Jurisdiction. Unless Licensee is otherwise prohibited from agreeing to foreign choice of law provisions, this Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the state or federal courts of Ohio in each case located in the city of Cincinnati and County of Hamilton, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If prohibited from agreeing to a foreign governing law, choice of law shall default to the Licensee's home jurisdiction.

8.7. 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.

8.8. 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.

8.9. 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.

8.10. 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.

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

CostQuest Associates, Inc.

By:

Name: Mark Guttman

Title: Vice President

Date:

LICENSEE

MONTEREY, COUNTY OF

By:

Name: Eric Chatham

Title: Chief Information Officer

Date:

Licensor Initials:

Licensee Initials:

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 January 13, 2023. As applicable, this User Class Statement supersedes and replaces any User Class Statement which was previously in effect between the Parties. By their initials hereto, the Parties acknowledge and agree that 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

4. Licensed Material

“Licensed Material” includes Data, Related Material, Derivatives, Derivative Data Reports, 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 either 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.

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 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***”). Specifically, this use of the Licensed Materials only allows:

- Rights to access, use, copy, modify, reproduce, and prepare a Derivative (e.g., maps, reports of location-weighted broadband availability by geography, sample frames for auditing, or additional quality reports).
- Rights to access via application programming interface (“***API***”) and/or download from the FCC’s website.
- 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.
- 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.

For the avoidance of doubt, Licensee acknowledges and agrees that any 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 has no and acquires no right, title or interest, whether express or implied, in and to such data. For avoidance of doubt, neither the

FCC nor Licensor has 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 the Broadband Data collection as required by the Broadband DATA Act, 47 U.S.C. § 641 *et seq.*

UCS Exhibit A

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

06053 - Monterey