

END-USER LICENSE AGREEMENT (EULA) OF COSTQUEST ASSOCIATES, LLC

NOTICE -READ- THESE TERMS AND CONDITIONS CAREFULLY

BY ACCESSING, BROWSING, SUBMITTING INFORMATION TO, AND/OR USING THE PLATFORM (DEFINED BELOW), YOU AGREE AND ACKNOWLEDGE ON YOUR OWN BEHALF THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS EULA AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. **IF YOU DO NOT AGREE TO THIS EULA, DO NOT USE THE PLATFORM.**

This is a legal agreement between each user that accepts this EULA (each, a “User”) and CostQuest Associates, LLC (“CQA”). CQA owns the BEAD Grant Award Management Platform and its associated or incorporated hardware and software which is made available by this EULA including, without limitation, all associated computer software, media, printed materials, and online or electronic documentation (collectively, the “Platform”). CQA provides the Platform on behalf of Public Service Commission of Wisconsin and its employees, consultants, contractors, and agents (collectively “PSCW”) so that PSCW can process the submissions of applications for Broadband, Equity, Access and Deployment (“BEAD”) funding and to allocate such BEAD funding. CQA provides Users the right to access and use the Platform pursuant to the terms of this EULA. For purposes of this EULA, the term “Affiliate” means a person or entity controlling, controlled by, or under common control with a party.

1. **Grant of License.** Provided that User accepts this EULA and complies with all terms and conditions of this EULA, CQA hereby grants User a limited, non-exclusive, non-transferable, non-assignable, revocable license for User to access and use the Platform (including any data, material, content or other information contained on the Platform) solely for User’s own internal purposes, at all times pursuant to this EULA. CQA and User should be parties to a separate license agreement regarding the use of certain licensed material, including Broadband Serviceable Locations data (the “Tier License”). The Tier License shall apply to the data provided on the Platform for the use in the BEAD Grant Award Management program.

2. **Privacy Policy; User Accounts.**

All personally identifiable information will be processed in accordance with the Platform’s Privacy Policy ([https://widev.grantaward.io/docs/PSCW - Privacy Policy.pdf](https://widev.grantaward.io/docs/PSCW_-_Privacy_Policy.pdf)). This EULA should be read in conjunction with the Platform Privacy Policy, into which this EULA is incorporated by reference. Additionally, such Platform Privacy Policy only applies to the Platform. The privacy policy that governs CQA’s general website is located at: <https://www.costquest.com/legal/privacy-policy/>.

Users may be given or may create a password or other means of authentication to access the Platform. Users are responsible for maintaining the confidentiality and security of their account. When creating an account, Users agree to provide CQA with accurate and complete information and detail, as required, and to keep it up to date. Users are responsible for all activities that occur under their account and agree to notify CQA immediately of any unauthorized use of the account. CQA is not responsible for any loss that Users may incur as a result of any unauthorized person using their account.

3. **Term and Termination.**

Term. This EULA shall remain in effect unless earlier terminated as permitted hereunder (the “Term”).

Termination. If a party materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. If the Tier License is terminated, CQA may immediately terminate this EULA. Upon termination of the EULA, a User must stop using the Platform and destroy any copies of Platform and Intellectual Property within its control.

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

Effect of Termination. In the event of the termination of this EULA, the license granted hereunder shall immediately terminate and User shall immediately cease accessing and using the Platform. Termination of this EULA shall be without prejudice to any other right or remedy to which CQA may be entitled under this EULA or applicable law. Termination of this EULA shall not relieve User from any obligations arising hereunder before termination of this EULA or which survive termination of this EULA.

4. **Description of Other Rights and Limitations.**

In connection with CQA's license of the Platform, the parties acknowledge and agree that CQA is expressly not selling to User, and User is not acquiring any right, title or interest in or to, any patents, copyrights, trade secrets, trademarks, service marks, trade names, or the company name of CQA, (collectively, "CQA Intellectual Property") but that User is granted only a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty free, revocable license by CQA to use the Platform in the form provided by CQA and for no other purposes, and User will use the Platform strictly in accordance with CQA's standards, policies and procedures as specified by CQA from time to time. User acknowledges and agrees that its user license is personal to User and may not be shared with any other individual or entity.

Restrictions on Use. User shall not, and shall not attempt to:

- (i) make the Platform available to, or use the Platform for the benefit of, anyone other than User;
- (ii) market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Platform except as expressly permitted in this EULA;
- (iii) reverse engineer, decompile, or disassemble the Platform;
- (iv) interfere with or disrupt the integrity or performance of the Platform;
- (v) copy the Platform or any part, feature, or function thereof;
- (vi) export or use the Platform in violation of U.S. law;
- (vii) remove any copyright and other proprietary notices contained in the Platform;
- (viii) use the Platform in a manner which infringes or violates any of the intellectual property, privacy, proprietary, or other rights of any third party;
- (ix) access or use the Platform via any method other than a desktop web browser in the manner shown in support/training materials provided by CQA; or
- (x) access and use the Platform in any manner that is inconsistent with the terms of this EULA.

Additional Obligations.

- (i) User shall comply in full with all applicable laws, rules and regulations in connection with its access to, and use of, the Platform.
- (ii) The Platform may be accessed and used only in a form and manner approved by CQA in its sole discretion, and only in accordance with the terms and conditions of this EULA.

5. **DISCLAIMER. USER'S ACCESS TO AND USE OF THE PLATFORM IS PROVIDED "AS IS" AND "WITH ALL FAULTS". NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PLATFORM, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT. CQA DOES NOT GUARANTEE THE ACCURACY, VALIDITY OR COMPLETENESS OF ANY INFORMATION, MATERIAL OR RESULTANT OUTPUT OR DESIGN AVAILABLE UPON OR DERIVED FROM THE PLATFORM. IF USER CHOOSES TO RELY ON ANY SUCH INFORMATION, MATERIAL, OUTPUT OR DESIGNS, USER DOES SO ENTIRELY AT ITS OWN RISK.**

6. **LIMITATION OF LIABILITY**

USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DISSATISFACTION BY USER WITH RESPECT TO THE PLATFORM IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE PLATFORM. IN NO EVENT SHALL CQA HAVE ANY LIABILITY TO USER ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. **Misuse by User.** Notwithstanding anything to the contrary contained in this EULA, User shall not be entitled to any remedy under this EULA or otherwise, and CQA shall have no liability whatsoever, if any defect, deficiency, error or problem with the Platform arises from or results from violation of this EULA by User or any employee, agent, volunteer, contractor, Affiliate, representative, successor or assign of User, or from accident, abuse, misapplication, abnormal or unauthorized installation, operation, access or use of the Platform by User or any employee, agent, contractor, representative, successor or assign of User.

8. **Intellectual Property Ownership.**

General. The Platform and all CQA Intellectual Property (including any data, material, content or other information contained on the Platform) is the intellectual property of and is owned by CQA. The structure, design, and organization of the Platform are the exclusive property, valuable trade secrets and confidential information of CQA and title to the Platform shall at all times remain with CQA. Except as expressly stated herein, this EULA does not grant User any intellectual property rights in the Platform, or any component or element thereof, and all rights not expressly granted to User under this EULA are reserved to and retained by CQA. Notwithstanding anything contained in this EULA to the contrary, CQA reserves the right to make available or release the Platform under different license terms or to stop distributing, making available or releasing the Platform at any time.

User Obligations. User agrees to notify CQA immediately of any pirating, infringement or imitation of the Platform or any CQA Intellectual Property, as well as any violation of this EULA, which comes to the attention of User during the Term.

User Data. "User Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of User through the Platform. CQA acknowledges that, as between CQA and User, User owns all right, title, and interest, including all intellectual property rights, in and to the User Data. User hereby grants to CQA and PSCW a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the User Data for its own legitimate business purposes, including to perform all acts with respect to the User Data as may be necessary for CQA and PSCW to provide the Platform to User, including processing applications for BEAD funding.

Aggregated Statistics. "Aggregated Statistics" means data and information related to User's use of the Platform that is used by CQA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform. Notwithstanding anything to the contrary in this EULA, CQA may monitor User's use of the Platform and collect and compile Aggregated Statistics. As between CQA and User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by CQA. User agrees that CQA may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify User or User's confidential information.

9. **Indemnity.** User shall indemnify, defend and hold harmless CQA and its Affiliates, employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, in connection with or related to: (i) the material breach of this EULA by User; (ii) the acts and omissions of User and its Affiliates, employees, agents and representatives (individually, a "User Affiliated Party" and collectively, the "User Affiliated Parties") in connection with access to and use of the Platform; (iii) the violation, infringement or misappropriation by User or any User Affiliated Party, of the intellectual property, proprietary or other rights of CQA or any third party. If any claim is commenced against CQA under this paragraph, CQA will provide notice of the claim and copies of all necessary documentation to User, and User will assume control of the defense of such claim at its cost and expense; provided, that CQA reserves the right to assume the control of the defense of such claim upon notice to User. In the event CQA elects to defend any such claim directly, User will indemnify CQA for all costs and expenses arising out of or incurred in connection with such defense. In any event, notice and attendant documentation will be provided as promptly as possible; provided, that in no event shall User be relieved of its indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to the rights of User. CQA may also elect to participate, through its attorneys or otherwise but at User's expense, in the investigation, trial and defense of such claim and any appeal. In any event where CQA elects to directly defend, or otherwise take part in the defense, User will cooperate with CQA's attorneys.

10. **Export Rules.** User agrees that access to and use of the Platform will not be provided by User or any employee or agent of User to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, by the United States government. Further, the Platform will not be shipped, transferred or exported by User or any employee or agent of

User into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Platform is identified as an export controlled item under the Export Laws, User represents and warrants that User is not a citizen, or otherwise located within, an embargoed nation and that User is not otherwise prohibited under the Export Laws from receiving access to or using the Platform. All rights to access and use the Platform are granted on condition that such rights are forfeited if User fails to comply with the terms of this EULA.

11. **Applicable Law.** This EULA is governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this EULA shall be in the federal and state courts located in Cincinnati, Ohio. **The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this EULA.**

12. **Entire Agreement.** This EULA and the Tier License are the entire agreement between User and CQA relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA.

13. **Compliance with License and Laws.** User shall comply with, and shall cause all User Affiliate parties to comply with, all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to User under this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to the fullest extent permitted by law.

14. **Waiver/Assignment.** A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. This EULA may not be assigned by User without the prior written consent of CQA. This EULA may be assigned by CQA, by operation of law or otherwise, without the consent or approval of User or any other person, firm or entity.

15. **Amendments.** This EULA may be amended, modified or changed from time to time by CQA in our sole discretion. Your continued use of the Platform will serve as your consent to any amendments.

BY CONTINUING TO USE THIS PLATFORM, YOU INDICATE YOUR ACCEPTANCE OF THIS EULA.