

Last Modified: January 11, 2018

This NLAD Access Agreement (“Agreement”) applies to the National Lifeline Accountability Database (“NLAD”) and all NLAD-related systems and networks (including without limitation the NLAD web portal) (collectively the “Database”) that is provided by the Universal Service Administrative Company (“USAC”). The Database was created in support of the federal Universal Service “Lifeline” Program, which provides support for telecommunications companies to offer discounts to eligible low-income consumers to help them initiate and maintain telecommunications services at affordable rates.

USAC allows three types of subscribers to access and use the Database, each of which is a “Subscriber” for purposes of this Agreement: (1) telecommunication carriers (“Carriers”), (2) agencies or agents of a State, to include but not be limited to, state public utility commissions, state and local social service agencies, third party administrators, and authorized agents (“State” or “States”), and (3) United States federal government agencies (“Agency” or “Agencies”). This Agreement defines the relationships between both USAC and (i) the Subscriber, and (ii) each person who accesses the Database as authorized by and on behalf of the Subscriber. Both Subscriber and each person who accesses the Database are referred to as “you” (and variations such as “your”) in this Agreement.

BY ACCESSING OR USING OR REGISTERING FOR ACCESS TO THE DATABASE AS A REPRESENTATIVE OR EMPLOYEE OF A SUBSCRIBER, YOU CONFIRM THAT (1) YOU ARE AT LEAST 18 YEARS OLD AND (2) YOU WILL BE ACCESSING AND USING THE DATABASE ONLY WITHIN THE UNITED STATES, INCLUDING ITS VARIOUS STATES AND TERRITORIES (COLLECTIVELY REFERRED TO AS “UNITED STATES”) AND (3) YOU HAVE READ THIS AGREEMENT AND (4) BOTH YOU AND THE ORGANIZATION OR ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT AND/OR ACCESSING OR USING THE DATABASE, ACCEPT THIS AGREEMENT. **IF YOU CANNOT CONFIRM EACH OF (1) THROUGH (4) ABOVE, THEN PLEASE CLICK “DECLINE” BELOW, AND YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT ACCESS OR USE THE DATABASE.**

USAC may amend this Agreement at any time, with or without notice to you, by posting revised terms. You can see when this Agreement was last revised by referring to the “last updated” legend at the top of this Agreement. Your continued access to or use of the Database after USAC has posted revised terms signifies your acceptance of such revised terms. No other amendment to or modification of this Agreement will be binding unless in writing and signed by USAC’s duly authorized representative or posted to the site by USAC’s duly authorized representative.

1. Access and Use; Restrictions and Rights.

1.1 Right to Access and Use. Subject to the terms and conditions of this Agreement, USAC will make the Database available to you for access within the United States solely for the Authorized Purpose, defined below.

(a) For Subscribers that are Carriers, the “Authorized Purpose” means use of the Database by your Authorized Users (defined in Section 1.2) in accordance with the applicable provisions of 47 C.F.R. Subpart E, Universal Service Support for Low-Income Consumers and the Lifeline Reform Order,¹ solely in response to a current or prospective Lifeline consumer’s request to: (i) query the Database to determine whether the prospective consumer who has executed a certification pursuant to § 54.410(d) is currently receiving a Lifeline benefit from another eligible telecommunications carrier, and whether anyone else living at the prospective

consumer's residential address is currently receiving a Lifeline benefit, and to inform the prospective consumer of the answers to such queries; (ii) enroll a current or prospective consumer not receiving a Lifeline benefit, (iii) update an existing Lifeline consumer's information; (iv) transfer the account of a consumer receiving a Lifeline benefit from another eligible telecommunications carrier to your Carrier (or, in the case of states, from one carrier to another); (v) de-enroll an existing Lifeline consumer; and (vi) claim and receive Lifeline program support based on subscribers enrolled in the Database. Carriers, in accordance with the applicable provisions of 47 C.F.R. Subpart E, Universal Service Support for Low-Income Consumers and the Lifeline Reform Order, may also conduct an initial upload of its Lifeline consumers to populate the database and thereafter run reports.

(b) For Subscribers that are States, the "Authorized Purpose" means using the Database in accordance with the applicable provisions of 47 C.F.R. Subpart E, Universal Service Support for Low-Income Consumers and the Lifeline Reform Order, solely in response to a prospective Lifeline participant's request to query the Database to determine whether the prospective Lifeline participant who has executed a certification pursuant to § 54.410(d) is currently receiving a Lifeline benefit from an eligible telecommunications carrier, and whether anyone else living at the prospective Lifeline participant's residential address is currently receiving a Lifeline benefit, and to inform the prospective Lifeline participant of the answers to such queries. States, in accordance with the applicable provisions of 47 C.F.R. Subpart E, Universal Service Support for Low-Income Consumers and the Lifeline Reform Order may also query the Database for the purpose of implementing and managing the Lifeline Program in their state.

(c) For Subscribers that are Agencies, the "Authorized Purpose" means using the Database to oversee the administration of the Lifeline Program (47 C.F.R. Subpart E) (including, but not limited to prevention and detection of waste, fraud and abuse) and as required in accordance with 47 C.F.R. § 54.702(j).

(d) You may be presented with a warning banner when you access the Database ("Banner"), and the contents of the Banner are a part of this Agreement and incorporated herein by reference as if included in their entirety, and you must accept and comply with the terms and conditions of the Banner. You acknowledge that USAC may modify the Database and/or the Banner at any time and for any reason or no reason, with or without notice to you. USAC is not responsible for any costs or expenses you may incur as a result of any modifications to the Database or the Banner.

¹ See *Lifeline and Link Up Reform and Modernization, et al.*, WC Docket Nos. 11-42, et al., Report and Order and Further Notice of Proposed Rulemaking, FCC 12-22, 27 FCC Rcd 6656 (2012) (*Lifeline Reform Order*).

1.2 User Accounts.

(a) State and Agency users must establish a unique NLAD account for each person authorized by it to use the Database in furtherance of the Authorized Purpose, each of whom shall be, for purposes of this Agreement, an "Authorized User" of the State or Agency, as applicable.

(b) The "Manager" is authorized by the State or Carrier and designated by the commissioner of the State or officer of the Company to have administrative rights for the use access to the Database in furtherance of the Authorized Purpose. The Manager may in turn authorize employees and independent contractors of its organization having a need to access the Database in support of the State's or Carrier's performance of the Authorized Purpose, to access the Database for the Authorized Purpose. Each such person is an "Authorized

User” of the State or Carrier (and the Manager is also an “Authorized User” of the State or Carrier). Except for the API (defined below) Authorized Users, the Manager shall register its Authorized Users by name, and will designate each Authorized User for a particular account function (e.g., operations or analyst) as permitted by USAC. The Manager may change its Authorized Users’ registrations and designations from time to time. If USAC or a Subscriber terminates or suspends a Manager’s account, this will automatically result in terminating access for each of that Manager’s Authorized Users. If a State or Carrier appoints a replacement Manager, the officer or commissioner must promptly update the Database.

(c) USAC will assign each Authorized User a user identification and password, and no one else may use this information to access the Database. You represent and warrant that all information you submit when you create a user account is accurate, current and complete, and that you will keep your account information accurate, current and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including passwords, and for any and all activity that occurs under your account. You may not use the user identification or password of another account at any time, and you shall notify USAC immediately at netsec@usac.org if you suspect any unauthorized use of a user identification or password. Authorized Users may access and use the Database solely in furtherance of their respective Subscriber’s performance of the Authorized Purpose.

1.3 Data and Privacy. Certain features of the Database may allow you to post, submit, store and manage personally identifiable information or consumer information (“Consumer Data”). By submitting Consumer Data to the Database, you represent and warrant to USAC that you have all necessary rights, permissions, licenses and/or consents to do so. You acknowledge that your access to and use of the Database and Consumer Data depends on applicable federal and state privacy laws and regulations and that the laws can and will change over time. You acknowledge that USAC will monitor and track your activity with respect to the Database, and you consent to such monitoring and tracking. NLAD is a federal system of records and all uses of your consumer data is limited to the routine uses authorized in the system of records notification (SORN) and the Privacy Act Statement located on the Lifeline application and recertification forms. USAC will treat such information, along with Consumer Data, all in accordance with USAC’s privacy notice available on its website. You acknowledge that USAC may disclose information about you and/or your Consumer Data for purposes of administering the Lifeline Program, operating the Database and API, and for any other routine use as described in the SORN. You waive any claim you may have against USAC relating to its use of the foregoing information, except to the extent that such claim is caused by USAC’s willful misconduct.

You must notify USAC immediately if you know or have a reasonable suspicion that any person or entity has accessed or used the Database without authorization, or has used the Database other than for an Authorized Purpose. Subscribers shall immediately terminate an Authorized User’s access to the Database if such Subscriber knows or has a reasonable suspicion that such Authorized User has breached this Agreement or violated any applicable laws with respect to its use of the Database. If a security incident occurs with respect to the Database, you shall cooperate with USAC in its investigation of such incident and provide USAC with all relevant information.

1.4 Restrictions. You may not use, or allow others to use, the Database in any manner other than as expressly allowed in this Agreement. You may not: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Database; (ii) copy, modify or create derivative works of the Database (except with respect to Consumer Data);

(iii) attempt to gain unauthorized access to the Database; or (iv) use the Database in whole or in part for any purpose except as expressly allowed under this Agreement (including without limitation allowing any distribution or sublicense of the Database or other access to the Database by any person or entity that is not an Authorized User in furtherance of the Authorized Purpose). In using the Database, you may not (a) falsely state or otherwise misrepresent information; (b) use or provide any fraudulent, misleading or inaccurate information; (c) defame, abuse, harass, or violate the rights of others, including without limitation others' privacy rights or rights of publicity; (d) access or use (or attempt to access or use) another user's account; (e) transmit any viruses, worms, trojan horses, malware, or other items of a destructive nature; (f) "frame" or "mirror" any portion of the Database; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Database; (h) use the Database for illegal activity; or (i) probe, scan or test the vulnerability of the Database, breach the security or authentication measures on the Database, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Database.

1.5 API. USAC may provide States or Carriers with an application program interface or "API". A State or Carrier may allow only its Manager to install, run and copy the API (either itself or by an Authorized User authorized by the Manager for this specific purpose) at Subscriber's owned or controlled facility solely to develop and maintain an application for the State or Carrier that it may use solely to access and use the Database as permitted in this Agreement, and solely for the term of this Agreement. You shall not nor shall you allow any third party to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, user interface techniques or algorithms, file formats or programming or interoperability interfaces of the API; (ii) remove any product identification, copyright or other notices; (iii) modify the API or incorporate the API into or with other software or services or make derivative works thereof; or (iv) take any action that would cause the API to be placed in the public domain. USAC may modify the API at any time, with or without notice. USAC is not responsible for any costs or expenses you may incur as a result of any modifications to the API. If you access the Database via the API, then, without limiting any other provision herein, you must comply with the following terms:

- A. The requirements for interconnection between the system owned and controlled by the State or Carrier ("Your System") and the Database are for the express purpose of exchanging data between Your System and the Database. No user services are offered by USAC.
- B. The security of the information being passed on this two-way connection is protected through the use of a Federal Information Processing Standards (FIPS) 140-2 approved encryption mechanisms.
- C. You may only access the Database and use it in accordance with all applicable laws, rules and regulations.
- D. If you discover a security incident that directly affects (1) the integrity and/or confidentiality of the data being provided, and/or (2) the systems or network devices used to interface with the Database, you will report it in accordance with your incident reporting procedures and also to USAC at incident@usac.org.
- E. The State or Carrier is responsible for logging and auditing its application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by

system administrators or security officers. You must retain audit logs consistent with the requirements of 47 C.F.R. § 54.417.

F. Your System must be described by a name, function, location, description of data (including sensitivity or classification level), and you must provide such information to USAC promptly upon receipt of written request.

G. You will designate and provide contact information for your technical lead. To safeguard the confidentiality, integrity, and availability of the connected systems and the data they store, process, and transmit, you agree to provide notice of specific events within the time frames indicated below:

a. You will immediately notify USAC by sending an email to incident@usac.org when a security incident(s) that directly affects (1) the integrity and/or confidentiality of the data being provided, and/or (2) the systems or network devices used to interface with the Database is detected, so USAC may take steps to determine whether its system has been compromised and to take appropriate security precautions. You shall provide formal notification in writing within five (5) business days after detection of the incident(s).

b. You will provide prompt notification of any changes in technical point of contact information by updating the Database.

H. Modifications to either system that are necessary to support the interconnection are the responsibility of the respective system owners' organization.

1.6 Reservation of Rights. As between the parties, USAC will at all times solely and exclusively own all right, title, and interest in and to the Database, the API, and all content in the foregoing, and all intellectual property or other rights in the foregoing, including but not limited to any and all modifications and derivative works. No licenses are granted by implication or estoppel, and all rights not expressly granted by USAC herein are expressly reserved by USAC.

1.7 Links to Other Sites. The Database may contain links to independent third-party web sites ("Linked Sites"). Linked Sites are provided solely as a convenience to you. You acknowledge that Linked Sites are not under USAC's control, and USAC is not responsible for and does not endorse the content of Linked Sites, including any products, information or materials contained therein. You must exercise independent judgment regarding your interaction with Linked Sites. You should review applicable terms and policies, including privacy and data gathering practices, of Linked Sites.

2. Term and Termination. The term of this Agreement commences upon your acceptance of this Agreement and terminates upon termination by either party as provided herein. USAC may terminate this Agreement and/or suspend or terminate your use of or access to the Database at any time, for any reason or no reason, with or without notice to you. A Subscriber may terminate this Agreement or any Authorized User account at any time in accordance with USAC's NLAD processes (which may include by managing online account settings). Upon termination of this Agreement: (i) all licenses granted by USAC to you are terminated; (ii) USAC will cease providing you and all related Authorized Users with access to the Database; and (iii) all issued passwords will be deactivated. Sections 1.5(E), 1.6, 5 and 6 will survive termination of this Agreement.

3. Communications Protocols. You must deliver and receive data to and from the Database via protocols and standards determined by USAC. You are responsible for procuring, installing, and maintaining all applications,

equipment, telephone lines, communications interfaces, software (including web browser) and other hardware and software necessary to access the Database and to use the API, and USAC is not responsible for any costs or expenses incurred by you in any such activities. You will comply with all laws, rules and regulations applicable to your use of the Database and/or API, including without limitation all applicable privacy laws, rules and regulations. Except as allowed by your Authorized Purpose, you will keep all information disclosed or made available by USAC to you hereunder, including without limitation the API and information received from the Database, in strict confidence, and shall not disclose, transmit, inform or make available such information to any entity or person, except to Authorized Users. You may use such information only in furtherance of an Authorized Purpose.

You agree that USAC may provide you with any Communications in electronic format including by electronic mail (i.e., email) or by posting online in the NLAD and that USAC may discontinue sending Communications it has formerly sent in paper format by First Class mail. "Communications" mean any written correspondence, notice, disclosure, document or other information that USAC provides to you, or that you sign or submit or agree to. The date of an electronic Communication for the purpose of determining any deadline by which you must respond is the later of the date on which the Communication was posted in NLAD or the date it was emailed to you. You agree to provide USAC with an accurate and complete e-mail address, administrator information and all other contact information related to your User Account and to update this information as soon as it changes. You may request that USAC provide you with a duplicate paper copy of a specific electronic Communication by contacting USAC at (800)234-9473. If there is a response deadline associated with this Communication, the response deadline will be calculated from the date it was posted in NLAD or emailed to you. USAC reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any Communication. In that event, if there is a response deadline associated with this Communication, the deadline will be calculated from the date that appears on the Communication (i.e., letter date).

4. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE DATABASE AND API ARE PROVIDED "AS IS" and "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. USAC DOES NOT WARRANT THE DATABASE OR THE API WILL BE ERROR-FREE OR PROVIDED OR BE AVAILABLE WITHOUT INTERRUPTION OR WITH CONTINUOUS ACCESS, OR SECURE, OR THAT ERRORS OR DEFECTS CAN OR WILL BE FIXED, AND USAC ASSUMES NO LIABILITY WHATSOEVER FOR THE DATABASE, ITS CONTENTS OR YOUR USE OF THE DATABASE. THE FOREGOING DISCLAIMERS ALSO APPLY TO USAC'S SUPPLIERS AND LICENSORS OF PRODUCTS AND SERVICES. USAC has no obligation to provide updates, support and/or maintenance with respect to the Database or the API. USAC makes no representations or warranties as to the accuracy or completeness of the Database, and you accept responsibility for, and acknowledge that you exercise your own independent judgment in, your use of the Database and any results obtained therefrom.

5. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL USAC OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR LOSS OR DAMAGE OF LOST PROFITS OR REVENUES OR SIMILAR ECONOMIC LOSS, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, COST OF SUBSTITUTE GOODS OR SERVICES, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS

AGREEMENT OR THE DATABASE OR THE API, EVEN IF USAC HAS BEEN ADVISED OF SUCH CLAIM. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, USAC'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) SHALL NOT EXCEED \$100.

6. Miscellaneous. Each party is an independent contractor and nothing herein will be deemed to constitute the parties as partners, agents or joint ventures. Any disputes or claims that you may bring against USAC under or related to this Agreement must be brought consistent with the requirements of 47 C.F.R Part 54, Subpart I. This Agreement (including without limitation Banners and any other USAC documentation referenced herein) embodies the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements, with respect to the subject matter hereof.

Please print this Agreement for your records.