



COMMUNITY INTERNET PROGRAM REQUIREMENTS

DC OFFICE OF THE CHIEF TECHNOLOGY OFFICE
DC STATE BROADBAND AND DIGITAL EQUITY OFFICE

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I. Performance Standards

The broadband needs of residents and the capacity of current technology differ when accessing the internet from a fixed location connection and when accessing the internet on a mobile basis. As such, the performance standards required for CIP participants differ for Fixed Location Wireless Service and Mobile Wireless Service. Licensee is sometimes referred to in this Exhibit as a “CIP participant.”

A. Fixed Location Wireless Service

A Fixed Location Wireless Service is defined as a system providing broadband internet connectivity between two fixed locations by use of radio transmission. To participate in CIP as a Fixed Location Wireless Service provider, Licensee shall offer both an ACP Plan and a Middleclass Affordability Plan that meet the following Fixed Location Wireless Service Performance Standards, throughout the applicable Fixed Location Wireless Service Geographic Service Area.

1. Fixed Location Wireless Service Performance Standards

Any Fixed Location Wireless Service offered as part of CIP shall continuously:

- a. Provide symmetrical 200 Mbps bandwidth to end users;
- b. Provide connectivity with latency at or below 100 milliseconds; and
- c. Provide the same level of service (including without limitation customer service, response to service interruptions, preventative maintenance) that the CIP participant provides retail customers located within the District of Columbia.

2. Fixed Location Wireless Service Geographic Service Area

The Fixed Location Wireless Service Geographic Service Area is defined as that geographic area that can be served in compliance with the Fixed Location Wireless Service Performance Standards by any part of a Licensee System which backhauls to a Property.

Any Fixed Location Wireless Service offered as part of CIP shall be available both as an ACP Plan and a Middleclass Affordability Plan within the Fixed Location Wireless Service Geographic Service Area.

B. Mobile Wireless Service

A Mobile Wireless Service is defined as a system providing broadband internet connectivity between one or more fixed locations and a mobile device using entirely FCC-licensed spectrum or some combination of FCC-licensed and unlicensed spectrum. To participate in CIP as a Mobile Wireless Service provider, Licensee shall offer both an ACP Plan and a Middleclass Affordability Plan that meet the following Mobile Wireless Service Performance Standards, throughout the applicable Fixed Location Wireless Service Geographic Service Area.

1. Mobile Wireless Service Performance Standards

Any Mobile Wireless Service offered as part of CIP shall continuously:

- a. Provide 100 Mbps download and 20 Mbps upload bandwidth to end users;
- b. Provide connectivity with latency at or below 100 milliseconds;
- c. Provide the same access to nationwide cellular networks which the participant provides for its retail customers located within the District of Columbia; and
- d. Provide the same level of service (including without limitation customer service, response to service interruptions, preventative maintenance) that the participant provides retail customers located within the District of Columbia.

2. Mobile Wireless Service Geographic Service Area

The Mobile Wireless Service Geographic Service Area is defined as the geographic

area that can be served in compliance with the Mobile Wireless Service Performance Standards by any part of a Licensee System which backhauls to a Property.

Any Mobile Wireless Service offered as part of CIP shall be available to all residents of the District of Columbia, both as an ACP Plan and a Middleclass Affordability Plan, and shall offer service in compliance with the Mobile Wireless Service Performance Standards while end users are physically located within the Mobile Wireless Service Geographic Service Area.

II. Affordability Standards

A. Affordable Connectivity Program

The ACP is a federal program created by the Infrastructure Investment and Jobs Act. For the purposes of CIP, ACP includes any federal successor program which provides a similar direct reimbursement, on similar terms. An ACP Plan is defined as CIP compliant service provided at no cost to each ACP-participating household.

B. Middleclass Affordability Standard

A Middleclass Affordability Plan is defined as CIP compliant service provided to non-ACP-eligible households at a maximum out-of-pocket cost to a participating household which does not exceed three times the current ACP monthly reimbursement.

III. Community Engagement Standards

A. Continuing Community Engagement

CIP participants shall conduct continuing community engagement activities to promote participation in the ACP and CIP. Each year, no less than 60 days before renewal of this Master License, each CIP participant shall provide OCTO with a summary of the community engagement activities conducted by the CIP participant in the prior year.

B. Subscription Level Reporting

CIP participants shall actively monitor subscription levels of ACP Plans and Middleclass Affordability Plans within the District of Columbia. Each year, no less than 60 days before renewal of this Master License, each CIP participant shall provide OCTO with an anonymized data set showing gains and losses in ACP Plan and Middleclass Affordability Plan subscriptions broken down by census block.

IV. Compliance Monitoring

A. Monitoring by OCTO

OCTO reserves the right to perform unannounced speed and reliability tests of the service offered under ACP Plans and Middleclass Affordability Plans. If a CIP participant's service fails to meet the relevant CIP standards, OCTO will advise the CIP participant of the failed test and provide an Opportunity to Cure.

B. Resolution of Resident Complaints

If a resident within a relevant geographic service area complains to either OCTO or the CIP participant that either an ACP Plan or Middleclass Affordability Plan service does not meet the relevant service performance standard, the entity receiving the complaint shall perform multiple speed tests in a good-faith attempt to replicate the failed test. This may include, without limitation, performing the test during cloud cover, inclement weather, or at specific times of day. If the entity receiving the complaint is unable to replicate the failure, that entity shall contact the complainant, advise the complainant of the inability to replicate the failure, and provide contact information for a CIP participant customer service representative to whom the complaint can be escalated. All resident complaints and their resolutions shall be logged, and the resulting data set shall be maintained confidentially. Each CIP participant shall cooperate with OCTO in gathering and managing data relating to such service level complaints.

C. Opportunity to Cure

Upon notice of a failed test, the CIP participant shall have 60 days to remediate the conditions giving rise to the failed test. Once the CIP participant has determined the conditions which gave rise to the failed test have been remediated, the CIP participant shall provide notice of such remediation to OCTO. OCTO shall then perform multiple tests under conditions as similar to those which yielded the failed test as OCTO is able. If OCTO is unable to replicate the failure, the non-compliance shall be deemed cured.

If OCTO is able to replicate the failure under test conditions similar to those which yielded the initial failed test, the CIP participant shall have an additional 30 days to remediate. Once the CIP participant has determined the conditions which gave rise to the failed test have been remediated, the CIP participant shall provide notice of such remediation to OCTO. OCTO shall then perform multiple tests under conditions as similar to those which yielded the failed test as OCTO is able. If OCTO is unable to replicate the failure, the non-compliance shall be deemed cured.

If OCTO is able to replicate the failure under test conditions similar to those which yielded the initial failed test, OCTO may deem the CIP participant to not be in compliance with the CIP Requirements for purposes of Section 5(a) of this Master License.

D. Information Sharing

Unless prohibited by applicable federal or District of Columbia law, CIP participants required to provide performance and subscription data (including speed test data) relating to broadband serviceable locations or mobile data users within the District of Columbia to federal regulators shall provide OCTO with copies of all such data submission, within 30 days of submission of such data to federal authorities.

V. Amendments to CIP Requirements

OCTO retains the right to issue revisions of the CIP Requirements from time to time. To ensure CIP is administered on a competitively neutral basis, if OCTO issues a revision of the CIP Requirements, OCTO will provide Licensee notice of the revision, and Licensee shall have the opportunity immediately to incorporate the current revision of the CIP Requirements into this Master License to replace the prior requirements. If Licensee declines such immediate incorporation, the current revision of the CIP Requirements will automatically be incorporated into this Master License upon the next Extension Term (if applicable).