



SALES ORDER FORM

Order Reference: C-245001

Contracting Party Details

*By reviewing these details, the Customer confirms that they are up to date, accurate and correct

Customer Details*		GSMA Details
Customer:	University of California, San Diego	GSMA Advisory Services Ltd, with a registered office at 1 Angel [Text deleted]. [Text deleted]
Registered Address:	9500 Gilman Drive California 92093 UNITED STATES	
Registered Company Number:	59854 (CAGE)	
Billing Address (if different to above):		
TAX Number:	[Text deleted]	

Contact Details

Name	Role	Email	Telephone
[Text deleted]			

Order Items

Product	Planned Delivery Date	Quantity	Sales Price	Total Price
Coverage Explorer Current Release Academic Perpetual	14/05/2025	1	[Text deleted]	[Text deleted]
Total Order Value		(Exclusive of Tax):	[Text deleted]	

Additional Details

GSMA Mobile Coverage Explorer : Perpetual license

[Text deleted]

Payment and Delivery Terms

1. Payment Terms: A single invoice for the Order Items will be submitted by GSMA to the Customer on receipt of this signed Order Form. The Customer shall pay the Fees as set out in the relevant invoice either: (i) within thirty (30) days of the date of the relevant invoice issued by GSMA; or (ii) immediately in the event the Start Date of the GSMA Intelligence Services in the Order Item(s) is in less than 30 days from the date of the relevant invoice issued by GSMA. Notwithstanding the foregoing, in the event there is any conflict or inconsistency between the payment terms stated in the Order Form and the Standard Terms, the Order Form payment terms shall prevail.
2. Where the Customer requires that the: (i) purchase order number needs to be included in the invoice; and/or (ii) date of the purchase order needs to be in advance of the invoice, then the Customer shall provide the purchase order details up-front as GSMA will not reissue invoices to accommodate these changes. Time is of the essence in respect of payment.
3. Where the Customer makes full payment of the Fees prior to the Start Date then GSMA may, in its absolute discretion, elect to bring this date forwards ("Early Commencement").
4. Where the Customer has not made full payment of the Fees by the Start Date (and/or has failed to discharge any other applicable obligation(s) which is required in advance of being able to receive the services and/or products) then GSMA may, in its absolute discretion, elect to delay access to the services and/or product until such payment is received (and/or such other applicable obligation(s) is discharged) ("Delayed Commencement").
5. Notwithstanding any Early Commencement or Delayed Commencement, for renewal, termination or expiry purposes, any reference to the Start Date shall still refer to the original date stated in this Order Form.

Terms & Conditions

This sales order form ("Order Form") is entered into as of the date of last signature below ("Effective Date") by and between the GSMA entity named in this Order Form ("GSMA") and the "Customer" named herein for the products or services set out in the order items section of this Order Form ("Order Items"). GSMA and the Customer are referred to individually as a "Party" and collectively as "Parties". Unless otherwise defined, capitalised terms in this Order Form have the meaning given to them in the Standard Terms or the Original Agreement (as applicable).

This Order Form shall be governed by either: (i) the attached GSMA terms and conditions ("Standard Terms") in the case of a first time purchase of the services and/or products set out herein; or (ii) the terms of an existing agreement between GSMA and the Customer in respect of the subject matter set out in this Order Form ("Original Agreement") in the case of a renewal of the Original Agreement and/or an additional purchase of services and/or products under the Original Agreement ("Amended Agreement"). With respect of an Amended Agreement, where required, any term of the Original Agreement is automatically extended by the term of this Order Form and except as modified by this Order Form the Original Agreement shall remain in full force and effect in all other respects.

GSMA and the Customer each represents and warrants that it has power and authority to enter into this Order Form. By executing this Order Form, the Customer acknowledges and agrees that it has received and had an opportunity to review such Order Form in its entirety (including the Additional Details, the Payment & Delivery Terms and, if applicable, the Standard Terms).

Duly authorized for and on behalf of:

CUSTOMER

Signature

[Text deleted]

Title

Associate University

Date

Jun 17, 2025

GSMA

Signature

[Text deleted]

Title

Senior Director

Date

Jun 17, 2025

**GSMA INTELLIGENCE COVERAGE MAPS LICENCING
SERVICE
STANDARD TERMS AND CONDITIONS (the "Standard Terms")**

These Standard Terms govern the Agreement with GSMA for use of GSMA's coverage map licencing service ("Coverage Maps Service"). The Customer and GSMA are referred to jointly as the "Parties" and individually as a "Party." You may choose to purchase a licence for the Coverage Maps Service under an Order Form and the purchase will be subject to these Standard Terms. Please read these Standard Terms carefully before You sign the Order Form or use the Coverage Maps Service. These Standard Terms tell You how the Coverage Maps Service works, how the Agreement may be updated or terminated, and other important information. By signing the Order Form, using or accessing the Coverage Maps Service, You agree to these Standard Terms, as updated from time to time in accordance with clause 12.2.

YOU AGREE THAT:

1. DEFINITIONS

1.1 In this Agreement, the terms below have the following meanings:

Affiliate means any subsidiary or holding company of an entity, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which that entity has the majority of the voting rights or economic interest.

Agreement means these Standard Terms, together with the Order Form.

Annual Licence means the licence granted for specified and time limited period as further set out in clause 6.1.

Applicable Data Protection Law means any and all applicable privacy and data protection laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law (in each case, as may be amended, superseded or replaced from time to time). EU Data Protection Law means: (i) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to clause (i) or (ii).

Authorised Users means Your employees or employees of the Permitted Affiliates (where stated in the Order Form), current members of the faculty or other staff members of Your institution and those individuals who are currently studying at Your institution, nominated and authorised to use the Coverage Maps Service and receive the Coverage Data and up to the number set out in the Order Form.

Coverage Data means a geo-referenced raster map covering the world and displaying aggregated GSM, 3G and 4G LTE mobile network coverage in GeoTIFF format.

Customer means the entity identified in the Order Form (along with any named Permitted Affiliate(s) specified in the Order Form).

Effective Date the date the Order Form is last signed by a Party.

Eligible User means (i) an MNO; or (ii) an MVNO and (iii) any other entity approved by GSMA in its sole discretion.

Fees means the fees set forth in the Order Form payable by You for the licence in accordance with clause 7.

GSMA means the GSMA contracting party as identified by the Order Form.

GSMA Group means GSMA, GSM Association, and their Affiliates.

Initial Term means the period commencing on the Start Date and ending on the end date, as stated in the Order Form.

Intellectual Property Rights means copyrights, database rights, patents, utility models, know-how, registered and unregistered design rights, trade marks, confidential information, trade secrets, and other intellectual property, in each case whether registered or unregistered, and any rights to apply for the foregoing, which may subsist anywhere in the world.

MNO means a mobile network operator, being any person that provides publicly available mobile telecommunications services (and is licensed to do so by the appropriate governmental or regulatory authorities) on a wholesale or retail basis through the use of (i) a technology within the GSM family of technology standards, as in effect from time to time, including without limitation GSM, GPRS, EDGE, HSCSD, 3GSM/UMTS, HSPA, UMTS-TDD, W-CDMA, FOMA, LTE and 5G; (ii) a technology within the CDMA family of standards, as in effect from time to time, including without limitation 1xRTT, EV-DO and EV-DV; (iii) TD-SCDMA technology; or (iv) any technology classified as an IMT-2000 technology by the ITU.

MVNO means a mobile virtual network operator, being any person providing mobile telecommunications services like those of an MNO but not itself owning all infrastructure necessary to provide the telecommunications services.

Order Form means: (a) the order form to which these Standard Terms are attached; and (b) where applicable, the order form in the form provided by GSMA and as agreed by the Parties in respect of a Renewal Term (as applicable).

Permitted Affiliate(s) means Your Affiliate(s) as listed in the Order Form, who are permitted to use and access the Coverage Maps Service and use the Coverage Data under this Agreement as set out in clause 2.5 or as otherwise approved by GSMA.

Perpetual Licence means the ongoing use licence as further set out in clause 6.1.

Personal Data has the meanings given in the Applicable Data Protection Law and includes “Personal Information” and “Personally Identifiable Information” as those terms are defined in the Applicable Data Protection Law.

Coverage Maps Service is:

- (a) Coverage Data for research, scholarship and educational use only, and may not be used for commercial purposes. For clarification: (i) use of the data to support research that is partially funded by a corporate source does not constitute a commercial purpose and (ii) the creation of online visualisation tools using the Coverage Data shall not be permitted.
- (b) the Coverage Data may be represented in research results as static images, tables or text as necessary to convey research findings however it may not be redistributed in its raw form.

Start Date means (a) for the Initial Term the date stated in the first Order Form; and (b) for any Renewal Term the date stated in the relevant renewal Order Form.

Tax means any tax, levy or duty payable in relation to the Fees or otherwise in relation to this Agreement.

You, Yourself or Your means you as the counterparty to this Agreement, being a Customer who signed the Order Form.

1.2 In this Agreement, unless the context indicates otherwise: (a) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation; (b) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done; (c) references to any Party include that Party's successors and permitted assigns; (d) references to a “**person**” include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity; (e) the term “**includes**” or “**including**” (or any similar expression) is deemed to be followed by the words “without limitation”; and (f) references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. OWNERSHIP, LICENSE AND ACCESS

2.1 You acknowledge and agree that all rights, title and interest in the Coverage Data within the Coverage Maps Service and all related materials, including all Intellectual Property Rights in any of the above, are owned and retained solely by GSMA and its licensors. You are granted no licence or right, whether express or implied, to use any of the above except as expressly set out in this Agreement.

2.2 GSMA and its Affiliates' trade marks, service marks, trade names, logos or other words or symbols are and will remain the exclusive property of GSMA and its Affiliates, as applicable. Except as set out in clause 2.3, nothing in this Agreement grants either Party any right to use the other Party's trade marks without that Party's prior written consent. You shall not use the GSMA trade marks or other references to GSMA or the Service(s) (except as set out in clause 2.9 Citations) without the GSMA's prior written consent, and in the case of the GSMA's trade marks, subject to a separate licence agreement with the GSMA. Without limiting the foregoing, You will not use any GSMA trade marks or trade names so resembling any trade mark or trade names of the GSMA in a manner likely to cause confusion or deception.

2.3 Subject to the terms set out in this Agreement, GSMA retains exclusive ownership of the Coverage Data and You are granted, in respect of both the Annual Licence and the Perpetual Licence, a worldwide, non-exclusive, non-transferable, non-sublicensable (except to Permitted Affiliates), revocable and limited license (for the Term only) to use, by and through the Authorised Users, the Coverage Data within the Coverage Maps Service (set forth in the Order Form) and use the materials, content and data You receive from GSMA. There are no implied licences granted under this Agreement.

2.4 You are responsible for obtaining and maintaining connectivity to the Coverage Maps Service at Your own expense. You will be issued with your Coverage Data via a secure link which will contain a compressed file which will be password protected (for the Authorised Users and up to the number set out in any Order Form) to access the Coverage Maps Services. You agree to use reasonable efforts to protect the Coverage Data from unauthorised use, reproduction, distribution or publication. You must ensure that the Coverage Data is not shared outside of Your organization or misused in any way. You must keep all information confidential and secure. You will be responsible for all use of, and activity associated with the Coverage Data (whether such use or activity is authorised by You or not). You must promptly notify GSMA in the event of suspected or actual loss, theft, unauthorised access or hacking of Your Coverage Data. GSMA may, without any prior notice to You, terminate, cancel or suspend Your access to the Coverage Maps Service if, in GSMA's sole and absolute discretion, GSMA determines that Your use of the Coverage Maps Service would or may constitute or cause (or has constituted or

caused) a breach, contravention, or infringement of this Agreement, any rights of any third Party or any applicable laws, rules or regulations.

2.5 Except as set out in any Order Form, You acknowledge that the Agreement is personal to You as a single entity, and You are not permitted to extend the licence to a third party and/or an Affiliate or combine the Coverage Data with any mobile network coverage data provided by a third party without the prior written consent of GSMA. In order to extend the licence to an Affiliate, You must nominate the relevant Affiliate(s) in the Order Form (each a “**Permitted Affiliate**”) and pay the relevant fees stated in the Order Form. An Order Form with Permitted Affiliate(s) requires a single group entity billing point in respect of the Fees. Permitted Affiliates must comply with the restrictions and obligations placed upon You under this Agreement. Acts and omissions of Permitted Affiliates are deemed to be acts and omissions of You. This Agreement does not create a contractual relationship between GSMA and any Permitted Affiliate. Permitted Affiliates shall have no right to enforce any term of, or any rights in relation to, this Agreement.

2.6 Except as explicitly permitted under clause 2.3, You shall have no other right to copy, use, disclose, sell, market, commercialise, bundle, license, sub-license, re-license, reverse engineer, reverse compile, modify, disassemble or otherwise distribute to any third party the Coverage Maps Service, the Coverage Data and/or any materials, content and data You receive from GSMA. In particular, You shall not incorporate or integrate the Service(s) or any part thereof in any of Your products or services other than as permitted within this Agreement. Furthermore, You shall not: (i) circumvent, or attempt to circumvent, any data security measures employed by GSMA; (ii) use, or cause to be used, any automated program or script, or other functionality or technique, which conceals, or is misleading or deceptive as to, Your identity, or use of, or activity through your use of the Coverage Data; or attempt to interfere with the Coverage Maps Service by any means, including by hacking the GSMA systems or servers, submitting a virus, overloading, or crashing the GSMA sites or systems.

2.7 You will not without the GSMA’s prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features, performance, or capabilities of the Coverage Maps Service or the Coverage Data or otherwise incur any liability on behalf of the GSMA.

2.8 You will ensure that Your employees, members of your faculty or institution, Authorised Users, Permitted Affiliates, agents, and contractors, and any other person to whom You share materials, content and data You receive from GSMA in accordance with the terms of this Agreement, comply with the terms of this Agreement. Subject to compliance with this Agreement and the Terms, You will not be liable to GSMA for acts of Your Authorized Users that give rise to a claim of damages related to the Services.

2.9 When using the Coverage Map Data and any other materials, content and data received from GSMA, You must refer to GSMA Intelligence as the source (“**Citations**”) as follows:

(a) All Citations must be accurate, quoted verbatim, and/or duplicated without being manipulated, adapted, paraphrased or summarised and they must not be used out of context; (i) quotes or extracts must not endorse any of Your service(s) or product(s), or criticise a third party’s product service, or be used to play one third party off against another; (ii) a GSMA Coverage Maps Service copyright statement (© GSMA Coverage Maps Service 2025) must be affixed to all screen images derived or generated from Coverage Data (graphics, diagrams, graphs and/or tables); and (iii) research is proprietary to GSMA and subject to copyright and property protections.

2.10 You acknowledge and agree that for the Term (and for two (2) years after termination or expiry of this Agreement, You will not offer the same or similar services as the Coverage Maps Service provided under this Agreement.

2.11 You acknowledge and agree that where a Perpetual Licence is purchased, updates to the Coverage Maps Service shall not be provided to You as part of this Agreement.

3. REPRESENTATIONS, COMPLIANCE WITH LAW AND REGULATIONS AND WARRANTIES

3.1 Each Party represents and warrants to the other Party that: (i) it is a duly organised, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation; (ii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorised by all necessary corporate or organisational action of such Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

3.2 The Parties will comply at all times with all applicable laws, rules, regulations, bylaws and standards. Without limiting the foregoing: (a) the Parties will comply with applicable trade sanctions under U.S., UK, EU, Swiss and any other applicable law, and will not provide access to the Coverage Maps Service (whether directly or indirectly) to any individual or organisation subject to trade sanctions under U.S., UK, EU, Swiss, or any other applicable law; and (b) each of the Parties will comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act, UK Bribery Act 2010 and will have and maintain in place throughout the Term its own policies and procedures to ensure compliance with such requirements, and will enforce them where appropriate. A breach of this clause 3.2 will be deemed a material breach which is irredeemable for the purposes of clause 6.2.

3.3 You acknowledge and agree that: (i) the Coverage Maps Service provided “as is” and without any warranty of any kind, and may consist of material collected from various sources, public or otherwise; (ii) GSMA Group, its contributors and licensors have no responsibility for the accuracy, currency or completeness of the materials, content and Coverage Data obtained; (iii) no warranty or representation is given that access to the Coverage Maps Service (or any part thereof) will be uninterrupted or error free, correct or up-to-date; (iv) GSMA is an aggregator and provider of information (including opinions) for general information purposes only and do not provide financial, tax and accounting or other professional advice; (v) GSMA does not warrant or accept any responsibility for the correctness, merchantability, availability, quality, fitness for any particular purpose, or any third party rights, claims and encumbrances in relation to the Coverage Maps Service; (vi) GSMA reserves the right to change or withdraw the Coverage Maps Service; and; (vii) GSMA reserves the right to revise Fees amounts in respect of any Renewal of Your licence to the Coverage Maps Service, at its sole discretion. This clause 3.3 is without prejudice to GSMA’s obligation under clause 3.6.

3.4 Except as expressly stated in this Agreement, all warranties, conditions and other terms, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law. GSMA makes no representations or warranties of any kind, express or implied, as to the operation of the Coverage Maps Service or the materials, content and data You receive.

3.5 GSMA is not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Coverage Maps Service or materials, content and data You receive, including financial, legal, compliance and/or risk management decisions. You agree that Your use of the Coverage Maps Service is at Your own risk in these respects.

3.6 The Coverage Maps Service shall be delivered by GSMA with reasonable skill and care and in a professional manner.

4. LIMITATION OF LIABILITY AND INDEMNITY

4.1 Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes or limits any person’s liability for: (i) any death or personal injury caused by its negligence; (ii) any fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded under applicable law.

4.2 Subject to clause 4.1, the GSMA’s total aggregate liability under this Agreement shall not exceed the total sum of GBP20,000 for the Coverage Maps Service.

4.3 Subject to clause 4.1 and save in the case of the indemnities referenced in clause 4.5, neither Party shall be liable in relation to this Agreement for any loss of profits, loss to reputation, loss of contracts, or any indirect, punitive, special or consequential loss or damages.

4.4 Subject to clause 4.1 and save in the case of the indemnities referenced in clause 4.5, Your total aggregate liability under this Agreement shall not exceed the total of any Fees paid and payable to GSMA under the Order Form.

4.5 You hereby agree to indemnify, and hold harmless the GSMA Group from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees and expenses), and liabilities of every kind and character whatsoever, arising from and in relation to any breach of clause 2.

4.6 GSMA shall defend the Customer against any claim that the Customer’s use of the Coverage Maps Service and / or Coverage Data in accordance with this Agreement infringes any Intellectual Property Rights of a third party. For the avoidance of doubt, clause 4.6 shall not apply where a claim is attributable to possession or use of the Coverage Maps Service and / or Coverage Data by the Customer other than in accordance with the terms of this Agreement.

5. TECHNICAL SUPPORT

5.1 As part of Your access to the Coverage Maps Service, You will be able to contact a GSMA team member to ask additional questions on the Coverage Data provided to You during the Term by emailing: [\[Text deleted\]](#)

5.2 GSMA has no obligation to furnish You with any technical support whatsoever, nor does this Agreement create any other obligations on the part of GSMA other than as specifically set forth in this Agreement.

6. TERM, RENEWAL AND TERMINATION

6.1 This Agreement comes into effect on the Effective Date and, subject to the rights of early termination set out herein, shall continue: (i) for as long as the Customer continues to use the Coverage Maps Service where a Perpetual Licence is purchased, or (ii) for the Initial Term where an Annual Licence is purchased. Where an Annual Licence is purchased, upon the expiration of the Initial Term, this Agreement shall automatically renew for successive 12 months' terms (or longer as agreed between the Parties) upon each anniversary of the Start Date set forth in the first Order Form (each, a "Renewal Term"), unless one Party provides the other with notice of its intention not to renew, such notice to be received at least thirty (30) days prior to the expiry of the Initial Term or any Renewal Term. For the Annual Licence, the Initial Term together with any Renewal Term(s) (as applicable) shall constitute the "Term". For the Perpetual Licence, the ongoing use set out in 6.1 (i) shall constitute the "Term".

6.2 Either Party may terminate the Agreement by written notice to the other Party, if: (a) the other Party commits a material breach of its obligations under the Agreement and, where such breach is capable of remedy, cannot be remedied within thirty (30) calendar days of receiving written notice from the aggrieved Party of the breach; or (b) the other Party shall become bankrupt or enter into liquidation or have a receiver appointed of its assets or any part thereof provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

6.3 The GSMA may terminate this Agreement with immediate effect after written notice for default by You in the performance of any substantial or material obligation or a continuing material breach of this Agreement without any further liabilities or obligations to the GSMA. The foregoing right of termination shall be cumulative with any other right or remedy of the GSMA for default or breach by You.

6.4 Subject to Clause 6.5, GSMA may terminate this Agreement for convenience upon thirty (30) days written notice to You without further liabilities or obligations to the GSMA.

6.5 In the event that GSMA terminates this Agreement pursuant to Clause 6.4, GSMA shall refund You any amounts paid by You for the unavailability of the Annual Licence access, e.g. pro rata for the months remaining in the Your then current Initial Term or a Renewal Term (as applicable) in full and final settlement of all its obligations and liabilities under this Agreement.

6.6 Except as otherwise provided herein, any obligations and duties which either expressly or by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

6.7 Within ten (10) days after termination of this Agreement, You shall destroy or return to GSMA, as instructed by GSMA, all Confidential Information, and provide a letter certifying such destruction or return.

7. FEES AND PAYMENT

7.1 You undertake to pay to GSMA the relevant Fees, as set forth in the Order Form, as they fall due.

7.2 The Fees do not include any Tax. To the extent that the Fees are subject to any Tax, the Fees may be increased by the amount of such Tax and GSMA reserves the right to recover such Tax from You at any time. If Tax is required to be paid on the Fees in Your own country then You will be liable for its payment, in addition to the amount of the Fees to ensure that GSMA receives and retains a net sum equal to that which it would have received and retained were no deductions or withholding made.

7.3 Fees are payable to GSMA annually in advance and in the currency set out in the Order Form within thirty (30) days of the date of issue of the invoice by GSMA by wire transfer to GSMA's bank account as detailed in the invoice. Invoices will be generated following execution of the Order Form by both Parties, and then annually in respect of a Renewal Term, unless stated otherwise in the Order Form. Invoices will be delivered by email to Your main contact provided to GSMA.

7.4 If You fail to pay the Fees by the due date for such payment, then, without limiting GSMA's other rights under this Agreement, GSMA may: (i) suspend Your access to the Coverage Maps Service until payment is made in full

7.5 You acknowledge and agree that GSMA, in its discretion, may increase the Fees in respect of any Renewal Term.

8. CONFIDENTIALITY

8.1 Each Party will maintain as confidential at all times, and will not at any time, directly or indirectly disclose or permit to be disclosed to any person, or use for itself or to the detriment of the other Party any Confidential Information, except: (a) as required by law or regulation; (b) as expressly authorised in writing by the other Party; or (c) to the extent reasonably required in relation to, or expressly permitted by, this Agreement.

8.2 For the purposes of this Agreement, "**Confidential Information**" means any information: (a) relating to the terms of this Agreement; (b) relating directly or indirectly to the research, development, business plans, marketing, operations, finances of either Party; and/or (c) disclosed by either Party to the other Party on the express basis that such information is confidential, or which might reasonably be expected by either Party to be confidential in nature. Materials, content and data received or retrieved by You via the Coverage Maps Service is Confidential Information and shall not be used for any purpose other than as contemplated under this Agreement.

8.3 Information will not be deemed Confidential Information and neither Party will have any obligation concerning the use or disclosure of any information which: (a) is or becomes publicly known through no fault of the receiving Party; (b) is or becomes known to the receiving Party from a third party source other than the disclosing Party without duties of confidentiality attached and without breach of any agreement between the disclosing Party and such third party; or (c) was independently developed by the receiving Party without the benefit of the Confidential Information.

8.4 Nothing in this Agreement will prevent either Party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental or regulatory requirement or any judicial agency pursuant to proceedings over which such agency has jurisdiction; provided however, that prior to any such disclosure, such Party must (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the other Party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the other Party in defending against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure.

8.5 Except as expressly provided in this Agreement, neither Party will make any press announcements or publicise this Agreement or its contents in any way without the prior written consent of the other Party.

9. DATA PROTECTION

9.1 In order to carry out the performance and execution of this Agreement, the Parties shall require the communication of certain personal data related or attributed to the Authorised Users, such as: email addresses, names, and contact details ("**Contact Data**"). GSMA will treat any Contact Data provided by You in accordance with Applicable Data Protection Law, including the GSMA privacy policy available at <https://www.gsma.com/aboutus/legal/privacy>. You will provide the Authorised Users with the information about GSMA's privacy policy and will obtain or has obtained the appropriate consents from Your Authorised Users for GSMA to use the individuals' Contact Data as set out in this Agreement where required.

9.2 As of the date of this Agreement, no Personal Data is made available to You as part of Your access to the Coverage Maps Service.

10. GENERATIVE AI

Licensee and Authorized Users may not use the Subscribed Products in combination with an artificial intelligence tool to the extent doing so would: create a competing commercial product or service for use by third parties; unreasonably disrupt the

functionality of the Subscribed Products; or reproduce or redistribute the original Subscribed Products to third parties. Artificial intelligence tools may not be used without reasonable information security standards to undertake, mount, load, or integrate the Subscribed Products on Licensee's or Authorized Users' servers or equipment.

Further, *third-party generative* artificial intelligence tools may not be used with the Subscribed Products unless: (i) the tool is used locally in a self-hosted environment or closed hosted environment solely for use by Subscriber or Authorized Users; and (ii) the tool is not trained or fine-tuned using the Subscribed Products or any part thereof, unless: such training is made by Subscriber or Authorized Users only; there is no public release or exchange of the trained artificial intelligence tool or its data with a third party; and neither the Subscribed Products nor any part thereof is shared with a third party."

11. GOVERNING LAW AND JURISDICTION

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with law and the courts of United States shall have exclusive jurisdiction to settle any disputes in relation to it.

12. GENERAL

12.1 This Agreement is the entire agreement between the Parties relating to the subject matter and supersedes any prior representations, communications, undertakings, or discussions relating to the subject matter hereof. No terms in any purchase order or other forms shall apply, even if such purchase order or other forms are accepted by either Party.

12.2 GSMA may amend this Agreement by not less than ninety (90) days' written notice. Your continued use of the Coverage Maps Service following notice of the changes will be deemed to constitute acceptance of the amended terms and conditions. In the event that You do not wish to accept the amended Agreement, You may terminate this Agreement on written notice to GSMA not less than thirty (30) days prior to the effective date of the relevant amendment.

12.3 Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under or in relation to this Agreement caused by circumstances beyond the reasonable control of that person (which may include but not be limited to one or more of the following: governmental regulations; riot; civil unrest; military action; terrorism; earthquake; disease or epidemic; storm; flood; inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority) (a "**Force Majeure Event**"). A Party claiming to be affected by a Force Majeure Event will not be entitled to invoke the provisions of this clause to the extent that such Party fails to take all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Force Majeure Event.

12.4 You may not transfer or assign any of Your liabilities or rights under this Agreement to any other person without the prior written consent of GSMA, such consent not to be unreasonably withheld. GSMA may at any time subcontract, transfer or assign any of its liabilities or rights under this Agreement to any other entity upon written notice to You.

12.5 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the Parties, or to authorise any Party to act as agent for the other.

12.6 Except as expressly stated otherwise in this Agreement, each Party shall bear full and sole responsibility for its own expenses, liabilities and costs of operation.

12.7 The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement.

12.8 If any provision contained in this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the Parties agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

12.9 Subject to clause 12.2, this Agreement may not be varied, modified, altered, or amended except by agreement in writing by the Parties' duly authorised representatives.

12.10 Unless specifically stated otherwise in this Agreement, any notice required to be given pursuant to this Agreement will be directed:

(a) **[Text deleted]**

Any notice required to be given pursuant to this Agreement will be deemed to be properly given immediately upon delivery.

12.11 This Agreement was written in English. To the extent any translated version of this Agreement conflicts or is inconsistent with the English version, the English version shall prevail.

12.12 Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.