

## END USER LICENSE AGREEMENT (EULA) FOR THE M-ACCESS DIAGNOSTIC TOOL

By clicking on the "I Accept" option or by using the mAccess Diagnostic web site you agree to be bound by this End User License Agreement (EULA). **If you do not agree, do not access or use the mAccess Diagnostic web site.**

The summary below is provided for convenience only. Any conflict between the summary and the full agreement will be resolved in favour of the full agreement.

### SUMMARY

- The mAccess Diagnostic web site may only be used by accredited users who have been provided access by Research ICT Solutions (NPC) ("RIS").
- The data on the mAccess Diagnostic web site is HIGHLY CONFIDENTIAL and subject to considerable restrictions in the way it can be copied, amended, updated and distributed. PLEASE READ THESE RESTRICTIONS CAREFULLY as you will be held fully liable for any breach of these terms.
- The data is licensed on a non-exclusive basis subject to various restrictions and not sold.
- RIS is not liable for any damages that you suffer or damages suffered by people who obtained access to the mAccess Diagnostic web site through you.

### FULL AGREEMENT

1. Definitions
  - 1.1. "EULA" or "Agreement" means this End User License Agreement and any updates to this EULA.
  - 1.2. "GSMA", means GSMA Ltd. with its registered office at 400 Northpark, 1000 Abernathy Road, Suite 450, Atlanta, GA 30328, United States of America;
  - 1.3. "GSMA data" means that data that has been sourced from GSMA as indicated by the mAccess Diagnostic tool on the Web Site.
  - 1.4. "RIS" means Research ICT Solutions Ltd. with its registered offices at 890 Ruckle Court, North Vancouver V7H 2P6;
  - 1.5. "RIS data" means all data on the Web Site that is not GSMA data.
  - 1.6. "Web Site" means <http://www.researchictsolutions.com>
  - 1.7. "You" means a single person or single legal entity who agrees to this EULA.
2. Use of Web Site constitutes acceptance of this Agreement
  - 2.1. By clicking on the "I Accept" option or by using and/or accessing the Web Site you agree to be bound by this End User License Agreement (EULA). Inserting your username and password is a symbol of your signature and your assent to all parts of this EULA. If you do not agree, do not access the Web Site.
  - 2.2. You warrant that you are authorised to accept this Agreement on behalf of the legal person or entity you represent.
  - 2.3. This Agreement may be updated from time to time by RIS. Please check this Agreement each time you use the Web Site. Continued use of the Web Site after this Agreement has been updated constitutes acceptance of the updated terms of the Agreement.
  - 2.4. A certificate signed by one of RIS's directors, whose appointment, qualification and authority need not be proved shall be prima facie proof of the date of publication and content of the current version and all previous versions of the EULA.
3. Acceptable Use
  - 3.1. On registration with RIS you will be provided with a username and password in order to access the Web Site. This username and password can only be used by a single natural person. If more people in your organisation need access to the Web Site then they must ask for and receive their own unique username and password from RIS before they may access the Web Site.
  - 3.2. You agree never to share your username and password with any other person.
  - 3.3. Parts of the data provided by the mAccess Diagnostic tool on the Web Site are sourced from data provided by GSMA. The source of the data is shown in the mAccess Diagnostic tool automatically. Where it is indicated that the source of the data is GSMA then you agree to share the GSMA data within your organisation only. Every time you share the data from the Web Site in your internal communications you agree to show that the source of the data is from RIS and GSMA, in the following manner:

*This data has been sourced from the mAccess Diagnostic tool provided by Research ICT Solutions Ltd. which incorporates information that is highly confidential and subject to copyright by GSMA Ltd. DO NOT SEND THIS TO THIRD PARTIES.*

- 3.4. RIS data (i.e. any data on the Web Site that is not GSMA data) may be shared externally with third parties provided that the source of the data is attributed in the following manner:

*This data has been sourced from the mAccess Diagnostic tool provided by Research ICT Solutions.*

- 3.5. You agree to notify RIS immediately if you are aware of any actual breach of this EULA by you or anyone in your organisation.
4. Reservation of rights not expressly granted
- 4.1. The data on the Web Site is licensed and not sold, and the license provided is a non-exclusive license which cannot be transferred without RIS's written consent.
- 4.2. No unauthorised use of RIS's or GSMA's intellectual property, which includes its designs, trademarks, copyrighted works or patents, is permitted.
- 4.3. RIA and GSMA reserves all rights, including but not limited to intellectual property rights, not expressly granted herein.
5. Termination of Agreement
- 5.1. This Agreement will remain in force indefinitely, provided that either party may cancel the agreement with 30 calendar days written notice.
- 5.2. RIS is entitled to terminate this Agreement immediately if you do not comply with any provision in this Agreement.
- 5.3. If this Agreement is terminated all copies of printed and electronic materials must be returned or destroyed at RIS's election.
6. Warranty
- 6.1. To the maximum extent permitted, all warranties, conditions and terms that do not form part of this Agreement are excluded whether express or implied.
7. Disclaimer
- 7.1. RIS will not be liable for any damage whatsoever related to the use of the Web Site, irrespective of the manner in which it was caused. This includes, but is not limited to, the exclusion of incidental or consequential damages, the loss of privacy and a failure to meet a duty, even if RIS has been advised of the possibility of such damage.
- 7.2. While every effort is made to eliminate any errors, you acknowledge that no data is error-free and so this Web Site is provided "as is".
8. No Cession of Agreement
- 8.1. Neither party may cede this Agreement to a third party.
9. Severability and entire Agreement
10. This Agreement comprises of the entire Agreement, and it supersedes any advertising or oral representations, be they express or implied, or any written agreements between you and RIS concerning the Web Site.
11. Failure to enforce rights
- 11.1. Failure by RIS to enforce a right as provided in this Agreement will not constitute a waiver by RIS in respect of that right.
12. Contact Information (domicilium citandi et executandi)

**RIS**

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