

This **AGREEMENT** is made on the 24 day of July 2024 between the UK Competition and Markets Authority, with its principal office located at 25 Cabot Square London E14 4QZ (hereinafter referred to as "CMA") of the one part and OPENSIGNAL LIMITED, a company established under the laws of the United Kingdom with its registered address at 7 Bell Yard, London, England, WC2A 2J United Kingdom (hereinafter referred to as the "Opensignal") and its Affiliates of the other part. For the purposes of this Agreement, "Affiliates" means, for each party, any corporation which is directly or indirectly controlling or controlled by, or under common control with that party. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation. CMA and Opensignal may hereinafter be individually referred to as "Party" or collectively as the "Parties". NOW THEREFORE the Parties hereby agree as follows:

1. LICENSE GRANT

1.1. Opensignal shall grant CMA a limited, non-transferrable, non-sublicensable, and non-exclusive license for the use of data, databases, graphs, maps, analysis and reports and other materials owned or controlled by Opensignal ("Licensed Materials") that constitute Opensignal's valuable confidential information and Intellectual Property ("Insights License"). Such Insights License shall be limited to the Licensed Materials, the Products and the purposes specified in this section and Schedule A and subject to any other terms expressly set out therein.

1.2. CMA may use the Licensed Materials for the following purposes, (the "Permitted Purposes"):

- A. Internal purposes – e.g. network performance and experience analysis, informing regulation, assessing coverage, Quality of Service (QoS) and Quality of Experience (QoE).
- B. External purposes – e.g. communication of Licensed Materials (in whole or part) through reports and decisions with mobile network operators, government, and other regulatory bodies.

The Licensed Materials may be referenced in reports relating to telecommunications services ("Reports"). Those Reports, subject to proper acknowledgement, may include reasonable quotations from the Licensed Materials and reproductions of images and illustrations included in the Licensed Materials. Any Reports must be pre-approved in writing by Opensignal to ensure that references to the Licensed Materials are accurate, up-to-date and in line with Opensignal standards. Reports incorporating references to and quotations from the insights may be reproduced, distributed, communicated, and made available to the public subject to the terms of this Agreement.

Any use of the Licensed Materials must include a clear acknowledgement of source and copyright to Opensignal substantially in the following form: "Source: Opensignal Limited © [year in which the Insights were published]". The acknowledgement must be displayed in connection with each reference to the Licensed Material. CMA shall not use or reproduce any Opensignal trademarks in connection with the Products or Licensed Materials unless expressly permitted or required to do so by Opensignal in writing.

Sharing with third parties as pre-approved in writing by Opensignal. For the avoidance of doubt, CMA can conduct limited disclosure of the underlying Licensed Materials to a sub-set of individuals within 3UK and VUK and / or their external economic and legal advisors who have a need to know, pursuant to the terms of a confidentiality ring which would limit their use to checking the accuracy of the analysis CMA have conducted for the purposes of preparing Provisional Findings and Final Report.

1.3. All intellectual property rights in the Licensed Materials, and in any improvements to or modifications of any of the foregoing (by whichever of the parties such modifications or improvements are created) shall be and remain wholly, solely, and exclusively the property of Opensignal. The licensed rights granted to CMA under this Agreement are limited and personal and CMA shall acquire no other rights in relation to the Products or Licensed Materials all of which, unless expressly granted, are hereby reserved. The Licensed Materials are provided "as is" and it is CMA's responsibility to ensure that they meet CMA's requirements. If the Licensed Materials include data that has been scrubbed, hashed, encrypted, or otherwise obscured to remove any personally identifiable information, then CMA agrees to not re-identify the data with any personally identifiable data or otherwise perform functions that would re-identify the data.

1.4. Except to the extent by law the following rights cannot be restricted, CMA may not:

- (a) make any copies of the Licensed Materials or its contents other than additional copies of the Licensed Materials solely for backup or archival purposes;

- (b) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Licensed Materials to any other party (other than for the Permitted Purposes);
- (c) obtain possession of any source code or other technical material relating to the Licensed Materials;
- (d) use the Licensed Materials in a production environment for the operation of a service bureau or otherwise directly or indirectly commercially exploit the Licensed Materials;
- (e) remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained or included in the Licensed Materials; or
- (f) use the Licensed Materials for reasons other than the Permitted Purpose.
- (g) use the Licensed Materials for the purposes of profiling, tracking or targeting individual subscribers (except to the extent that profiling or tracking is used solely for the purpose of statistical analysis or technical review of the Licensed Materials) and/or communicating with individual subscribers, targeting subscribers for marketing or advertising or otherwise for attempting to engage with specific subscribers, or any use for contracting or billing purposes, or for any decision-making purposes relating to individual subscribers.

2. REPRESENTATIONS AND WARRANTIES

The parties warrant and represent that they have the authority to bind themselves in accordance with this Agreement. Opensignal neither warrants nor represents that the License, the Licensed Materials (or any part thereof) or the Products do not infringe any third party's intellectual property rights. Opensignal does not warrant that the Products or Licensed Materials are error free, or that they will meet CMA requirements. Opensignal assumes no liability arising from the application or use of the Products or the Licensed Materials described herein and specifically disclaims any representation that the Products or the Licensed Materials described herein do not infringe upon any existing or future intellectual property rights. All warranties not expressly given by Opensignal in this Agreement, whether implied, statutory or otherwise are hereby excluded to the fullest extent permitted by applicable law and CMA confirms that it does not rely on any representations, warranties or covenants except the express warranties set out in this Agreement.

3. CONFIDENTIAL INFORMATION

- 3.1. For the purpose of this Agreement, "Confidential Information" shall be described as and includes the Licensed Materials and the Products subject to Section 1.2 and Schedule A, technical and business information relating to the parties' financial, tax, commercial, legal, procedural, technical, operational, management, business and other information, data and know-how, analyses, reports, compilations, forecasts, studies, summaries, notes, memoranda, data and other documents and materials and intellectual property. If the Confidential Information includes data that has been scrubbed, hashed, encrypted or otherwise obscured to remove any personally identifiable information, then the receiving Party agrees to not re-identify the data with any personally identifiable data or otherwise perform functions that would re-identify the data.
- 3.2. The Confidential Information and all copies thereof, shall be treated and kept as confidential and secret and shall not, without the providing Party's prior written consent, be disclosed by the other Party in any manner, whatsoever, in whole or in part, and shall not be used by such Party or other than for the purposes of this Agreement.
- 3.3. This Agreement imposes no obligation upon the parties with respect to any Confidential Information that (i) prior to the delivery of such information, was already in the receiving party's possession, (ii) was or becomes generally available to the public other than as a result of an act or omission hereunder, (iii) is rightfully disclosed to the receiving Party by a third party who has no obligation of confidentiality about such information, or (iv) was independently developed by or on behalf of the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information.
- 3.4. In the event that any Party is requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any of the Confidential Information, such Party will provide the other with immediate notice thereof in order to be able to seek a protective order or other appropriate solution and/or waiver compliance with the provisions of the Confidentiality Agreement. The compelled Party will furnish, after written notification to the other Party, only that portion of the Confidential Information which is legally required and will exercise its best efforts to obtain a protective order, or other reliable assurance, that confidential treatment will be accorded to the Confidential Information in question.

4. INDEMNITY AND LIMITATION OF LIABILITY

- 4.1. Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury caused by that party's negligence or for that party's fraud including its fraudulent misrepresentation or any other liability that cannot lawfully be excluded under the laws of France.
- 4.2. In addition to any other remedy available to the CMA, Opensignal shall indemnify and defend the CMA and their respective directors, officers and employees in full and on demand, from and against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from any claim made against the CMA for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Licensed Materials, or receipt, use or supply of the Services, whether or not such losses or the consequences of the matters listed below were foreseeable at the date of this Agreement
- 4.3. Subject to Section 4.1 above and except as regard CMA's (i) misappropriation of Opensignal Intellectual Property rights or Confidential Information; (ii) willful breach of the provisions of the Agreement: (A) neither party shall be liable to the other in connection with the Agreement for any indirect or consequential losses, punitive or exemplary damages, any loss of actual or potential revenue, profits or savings, economic loss or loss of business goodwill, or for the loss or corruption of data, or for loss of business or of business opportunity; and (B) each party's maximum aggregate liability to the other arising out of or in connection with these Terms shall be limited to \$50,000 (fifty thousand dollars).

5. FEES AND PAYMENT TERMS

Fees shall be invoiced for the License Term defined in Schedule A in advance. Opensignal shall invoice CMA for the Insights License upon signature of this Agreement. Invoices shall be payable within 30 days of the date of the invoice. Fees shall be inclusive of all packaging, packing, labelling, export or import or other customs duties taxes or licences, insurance, delivery costs, labour and all other costs incurred by Opensignal in relation to the Licensed Materials and/or Services and their delivery/performance unless otherwise specified in the Purchase Order. All sums payable under this Agreement are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums. No variation in the Fees of the Licensed Materials and/or Services nor any extra charges will be accepted by the CMA unless expressly agreed by the CMA in writing. Opensignal shall submit an electronic invoice within 28 Working Days of supplying the Licensed Material and/or Services to the satisfaction of the CMA. Invoices must be sent to CMA Accounts Payable at the following email address: [REDACTED] In the event of a query regarding an outstanding payment please contact CMA's Finance Team either by email to [REDACTED] or by telephone on [REDACTED] Invoices submitted early shall be deemed received on the date of delivery of the Licensed Materials or date of completion of the performance of the Services. Invoices shall show the amount of VAT payable and shall detail the Purchase Order Number. Save where an invoice is disputed, the CMA shall pay Opensignal within 30 Days of receipt of an invoice. All payments shall be in USD by electronic transfer to Opensignal's bank account as set out in this Agreement, or such other bank account as Opensignal may from time to time notify to the CMA with any applicable charges on such payments being at Opensignal's expense. Whenever under this Agreement any sum or sums of money shall be recoverable from or payable by Opensignal to the CMA, that amount may be deducted from any sum then due, or which at any later time may become due, to Opensignal under this Agreement or under any other contract with the CMA or with any agency or office of His Majesty's Government. Any money paid by the CMA to Opensignal in respect of any Licensed Materials rejected under these terms together with any additional expenditure over and above the Price specified in the Purchase Order reasonably incurred by the CMA in obtaining other Licensed Materials in replacement of any rejected Licensed Materials shall be paid by Opensignal to the CMA within 14 days of the date of the CMA's notice demanding the same or, at the CMA's sole option, shall be deducted from the money still to be paid by the CMA to Opensignal in relation to such Licensed Materials. If the Price is stated in the Purchase Order to be on a "time and materials" or "cost plus" basis or similar Opensignal shall give the CMA access to all documents and information in Opensignal's possession or under its control to enable the CMA to satisfy itself that the amount charged by Opensignal is properly and correctly charged in accordance with this Agreement and in default the CMA shall be entitled to withhold payment in whole or in part until such default is rectified to the satisfaction of the CMA. If any sum due from the CMA to Opensignal under this Agreement is not paid on or before the due date for payment (and which has not been disputed by the CMA in good faith), then all sums then owing by the CMA to Opensignal shall become due and payable immediately and Opensignal shall be entitled to charge the CMA interest on the overdue amount from the due date until payment is made in full both before and after any judgement at 2% per annum over the Bank of England's base lending rate from time to time (accruing on a daily basis and compounded quarterly). On termination of this Agreement, the Price payable by the CMA to Opensignal will become due within 30 Days of termination.

6. TERM AND TERMINATION

6.1. This Agreement shall be effective upon execution and shall continue for one (1) year ("License Term").

6.2. Either Party may terminate this Agreement at any time by providing not less than fifteen (15) days' written notice on the other Party. Without prejudice to any other rights or remedies that a Party may have under or in connection with this Agreement, either Party may terminate this Agreement upon written notice to the other Party if the other Party (i) commits an incurable material breach or fails to cure any curable material breach of this Agreement immediately after written notice of such breach; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days).

6.3. The Parties acknowledge that in the event of termination of this Agreement, the Insights License granted, the Licensed Materials and the use of the Products under this agreement will terminate with immediate effect. Termination shall not affect any accrued rights or obligations of either party, nor the provisions of this Agreement intended by their nature or as expressly provided herein to survive termination; the provisions of this Agreement relating to Confidential Information shall continue irrespective for a period of 3 years after termination.

7. NOTICES

Any notice or other communication required or permitted to be delivered pursuant to this Agreement must be in writing by email or hard copy posted to the following addresses:

Notices to CMA:

25 Cabot Square | London | E14 4QZ

Email: [REDACTED] commercial@cma.gov.uk

Attention: [REDACTED]

Notices to OPENSIGNAL:

Address: 7 Bell Yard, London, England, WC2A 2J United Kingdom

Email: [REDACTED]

Attention: [REDACTED]

8. GOVERNING LAW

This Agreement shall be governed by and construed in all respect in accordance with the laws of England and Wales and the Parties hereto submit to the jurisdiction of the courts of England and Wales in all matters connected with the obligations and liabilities of the Parties under this Agreement. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be and hereby are excluded.

9. FORCE MAJEURE

Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, which includes, but is not limited to circumstances where Opensignal is unable to collect the Licensed Materials from mobile handsets or satisfy the services for reasons including privacy law changes and/or Google or Apple policy changes. Financial impact arising from the economic conditions created by Covid-19, or its derivatives, shall not be deemed valid Force Majeure under this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

For and on behalf of OPENSIGNAL LIMITED

Signature [REDACTED]

Name [REDACTED]

Date 7/24/2024

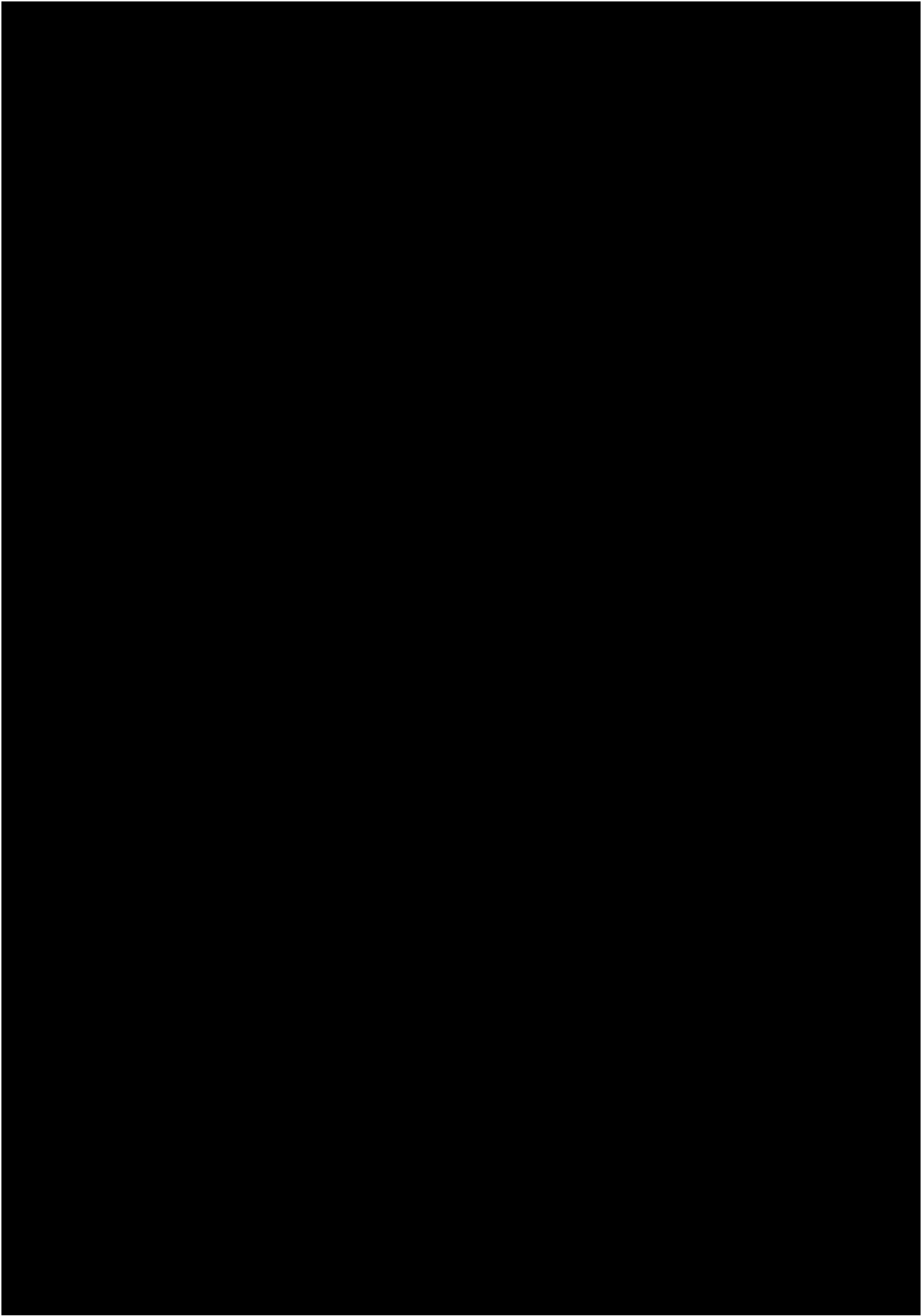
For and on behalf of CMA

Signature [REDACTED]

Name [REDACTED]

Date 24/07/2024





Pricing Notes

For avoidance of doubt, the Fees above do not include value-added tax, excise or any other tax duty which shall be added as legally required. If any withholding or deduction is required by law, CMA agrees to pay such additional amounts as are required to ensure that Opensignal receives the full amount of the Total Fees Payable it would have received but for the withholding/deduction.

Payment terms. Opensignal shall invoice CMA for the Insights License upon signature of the Agreement. Invoices shall be payable within 30 days of the date of the invoice.

If CMA issues any purchase orders or similar documents in connection with the subject matter of this Agreement, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms. Whether this Agreement is accepted prior to or following receipt of CMA's purchase order or any similar document, the parties hereby expressly confirm and acknowledge that they shall not to be contractually bound by the contents of any such purchase order or similar document (except as an acceptance by the parties of this Agreement), and any such additional content or terms are hereby expressly rejected and shall be excluded from this Agreement.

Finance contact details (please complete contact details for all invoicing and payment related queries)

Name	Finance Team
Email address	
Phone	

SCHEDULE B – Additional Terms and Conditions**1) Data Protection**

- a) The following definitions apply in this Clause 1):

Information Commissioner, Controller, Processor, Personal Data, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the EU GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

The parties acknowledge they may each be the recipient of some Personal Data from the other over the course of the Services and will in such cases become a Controller of this data. When either party is acting as a Controller it will do so in compliance with the Data Protection Legislation. The Controller is responsible for ensuring all Personal Data is shared lawfully and the requisite lawful base(s) to process this data is in place.

Where a party is the recipient of Personal Data from the other party in the capacity of Processor, it will do so for the purposes and duration of the Services only, and only as directly instructed to do so in writing by the other party, being the Controller. It will process any such data only where appropriate technical, organisational and security measures are in place and subject to terms of confidentiality as set out in Clause 3 – Confidential Information. The Processor will support the Controller with any valid access requests, audits or breaches regarding the Personal Data concerned and, will destroy all Personal Data it has received in the capacity of Processor following the completion of the Services. The Processor will keep appropriate records to demonstrate compliance with its obligations under this Schedule B - Clause 1 and under the Data Protection Legislation.

Any sub-contractor(s) and sub-consultant(s) appointed by Opensignal processing Personal Data reasonably required in connection with this Agreement shall be engaged in writing and any such Agreement shall incorporate appropriate written data processing clauses.

2) Data Handling

Opensignal will only use encrypted Removable Media approved or issued by the CMA when connected to the CMA's IT network and all use must be in strict accordance with the rules about sensitivity and risks of information. In particular, encrypted memory sticks may only be used for data marked up to and including the protective marking of 'Official'.

All losses of data must be reported to the appointed CMA representative (the "**Contract Manager**") as soon as possible so that risk mitigation action can be taken. Any theft of Removable Media must be reported to the police within 24 hours of becoming aware of the theft and a crime/incident number obtained.

Floppy disks must not be used in the delivery of this Agreement.

3) Transparency

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and the Agreement Schedule A, the content of this Agreement (including, but not limited to, any documents subsequently developed to monitor delivery and performance of this Agreement) is not Confidential Information. The CMA shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

Notwithstanding any other term of this Agreement, Opensignal hereby gives their consent for the CMA to publish this Agreement (and any documents subsequently produced by either party as part of management of this Agreement – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, (but with any information which is exempt

from disclosure in accordance with the provisions of the FOIA redacted and the Agreement Schedule A) including from time to time agreed changes to this Agreement, to the general public.

The CMA may consult with Opensignal to inform its decision regarding any redactions that may be required to keep information which is exempt from disclosure under the FOIA and the Agreement from being disclosed but the CMA shall have the final decision in its absolute discretion. Opensignal shall assist and cooperate with the CMA to enable the CMA to publish this Agreement.

Opensignal agrees not to disclose the identity of the CMA as a client of Opensignal, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear. Opensignal shall abide by any conditions or limitations imposed by the CMA in such approval, if given.

Opensignal further agrees not to disclose the existence of this Agreement, or the nature of the relationship established by this Agreement.

4) Freedom of Information

1. In this Clause:

'Information' has the meaning ascribed to it in section 84 of the FOIA; and

'Request for Information' has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.

2. Opensignal acknowledges that the CMA is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the CMA, at Opensignal's expense, to enable the CMA to comply with its Information disclosure obligations.

3. Opensignal shall (and shall procure that its Sub-contractors shall):

1. transfer any Request for Information to the CMA as soon as practicable after receipt and in any event within 2 Working Days;
2. provide the CMA with a copy of all Information in its possession or power in the form that the CMA requires within 5 Working Days (or such other period as the CMA may specify) of the CMA requesting that Information; and
3. provide all necessary assistance as reasonably requested by the CMA to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

4. The CMA shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or, any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR.

5. In no event shall Opensignal respond directly to a Request for Information unless expressly authorised to do so in writing by the CMA.

6. Opensignal acknowledges that (notwithstanding the provisions of this Clause 4) the CMA may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (the "**Code**"), be obliged under the FOIA or the EIR to disclose Information concerning Opensignal or the Services:

1. in certain circumstances without consulting Opensignal; or
2. following consultation with Opensignal and having taken their views into account; provided always that where Clause 4.6.2 applies the CMA shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give Opensignal advanced notice, or failing that, to draw the disclosure to Opensignal's attention after any such disclosure.

7. Opensignal shall ensure that all Information produced during the Term of this Agreement or relating to this Agreement is retained for disclosure and shall permit the CMA to inspect such records as requested from time to time.

8. Opensignal acknowledges that any lists or schedules provided by it outlining Information it deems confidential or commercially sensitive are of indicative value only and that the CMA may nevertheless be obliged to disclose Information which Opensignal considers confidential in accordance with Clauses 4.4 and 4.6.

5) Publicity

1. Opensignal agrees not to disclose the identity of CMA as a client of Opensignal, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear.
2. Opensignal shall abide by any conditions or limitations imposed by the CMA in such approval, if given.
3. Opensignal further agrees not to disclose the existence of this contract, or the nature of the relationship established by this contract.