

## **Terms and Conditions of Use** **For TelecomTactics Single User License and Site License**

TelecomTactics, a division of T3i Group LLC whose primary office is located at 210 Malapardis Road, Cedar Knolls, NJ 07927 (provider) will provide individual license(s) or a site license for use of the TelecomTactics databases subject to the following terms and conditions of use.

The licenses will be valid and active for a period of 12 months. The initial date of service will be the date on which provider receives a signed version of this contract from the client.

An authorized user is one who has an unexpired license and individual login credentials (ID and password). All authorized users will have unlimited access to the TelecomTactics databases during the term of the contract.

Client will receive 12 monthly issues of the Insider Newsletter and may request a reasonable number of individuals within the client's company be added to the e-mail list for direct e-mail distribution (current and back issues are also available on the TelecomTactics website).

Single user license clients will have access to the TelecomTactics call-in support service. Call-in support is available only to authorized users. The amount of call-in support is variable and is defined in each client's contract. Call-in support exceeding this amount may be offered on a fee basis at the discretion of the TelecomTactics Division of T3i Group LLC. Clients with site licenses have customized call-in support agreements.

The access to the TelecomTactics databases, 12 monthly issues of the Insider newsletter and six hours of call in support are collectively known as the "Services."

By using the Service, client agrees to the following terms and conditions:

All materials contained in the TelecomTactics Site are the copyrighted property of the TelecomTactics Division of T3i Group LLC, unless otherwise indicated, and are protected by U.S. copyright laws and international treaties. No material from the TelecomTactics site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission from the TelecomTactics Division of T3i Group LLC, except that authorized users may download to their computers product databases and/or selected portions of databases for analysis, development of competitive positioning information or other bona fide business purposes such as creating an internal or end-customer presentation, provided that (i) they keep intact all copyright and other proprietary notices, (ii) they make no modifications to the materials which would cause another person to believe those modifications originated in the TelecomTactics database.

The publication of any TelecomTactics material on any other Web site or computer environment is prohibited unless written permission is received from the TelecomTactics Division of T3i Group LLC.

As a purchaser of single user licenses, client and individual license holders may not share the assigned user IDs and passwords with any other individuals within or outside of client's company, or in any way enable them to access the TelecomTactics database.

In the event an authorized user downloads software from the TelecomTactics Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to client by TelecomTactics for the personal/business use of the user. TelecomTactics does not transfer title to the Software to client. Client owns the medium on which the Software is recorded, but TelecomTactics retains full and complete title to the Software and all intellectual property rights therein. Client may not sell, auction, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

#### **PAYMENT**

The annual license fee is due in full at the beginning of the one-year subscription period. THERE ARE NO REFUNDS OR CREDITS FOR ANY PARTIAL-YEAR SUBSCRIPTION PERIODS. No full or partial refunds can be made after the start of the subscription period for any reason.

All payments must indicate T3i Group LLC as the payee. Payments made to T3i Group LLC may be made through a third party service. TelecomTactics and T3i Group LLC are not liable for any monies lost during the transaction process or non-payment issues. The TelecomTactics Division of T3i Group LLC does not collect or store any credit card information and cannot be liable for any lost or stolen credit card numbers.

#### **INDEMNIFICATION**

Client hereby indemnifies, defends, and hold TelecomTactics and its affiliates and officers, directors, owners, agents, information providers, licensors, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by client of these terms of use or claims arising from client's account. Client shall use best efforts to cooperate with TelecomTactics in the defense of any claim. TelecomTactics reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by client.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

**THE MATERIALS IN THE TELECOMTACTICS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TELECOMTACTICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TELECOMTACTICS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THE TELECOMTACTICS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE TELECOMTACTICS SITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WHILE TELECOMTACTICS PERSONNEL HAVE MADE REASONABLE EFFORTS TO ENSURE ACCURACY AND QUALITY, TELECOMTACTICS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE TELECOMTACTICS SITE, INFORMATION OBTAINED THROUGH CALL-IN SERVICE OR INFORMATION CONTAINED IN THE INSIDER NEWSLETTER IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL TELECOMTACTICS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE TELECOMTACTICS SITE OR**

**MATERIALS OR FUNCTIONS ON ANY SUCH SITE, EVEN IF TELECOMTACTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TELECOMTACTICS' TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY CLIENT, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE TELECOMTACTICS SITE.**

**GENERAL**

This Agreement contains the final and entire agreement between the parties regarding client's use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding client use of the Services. Provider may discontinue or change the services, or their availability at any time. Client may not assign its rights or obligations under this Agreement to any other company or individual. No third party is a beneficiary of this Agreement. Client agrees that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, United States of America applicable to contracts made entirely within Maryland and wholly performed in New Jersey, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in New Jersey.

I agree to the above Terms and Conditions of Use For TelecomTactics Individual User(s) License or Site License Contract. This Agreement is not binding until TelecomTactics receives a signed and completed copy from the client. Please acknowledge agreement to the foregoing terms by signing and returning one executed copy, while retaining a copy for your records.

This signed document may be returned either via fax to 973-602-0120 or via scanned e-mail to [dallison@t3igroup.com](mailto:dallison@t3igroup.com).

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**Signature of Authorized Client Representative**

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**Print Name**

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**Title**

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**Date**

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**Signature of Authorized T3i Group LLC Representative**

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**Print Name**

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**Title**

**Date** \_\_\_\_\_