



GSMA TERMS AND CONDITIONS FOR TAC ALLOCATION

Effective date of last revision: 1 April 2018.

These terms and conditions govern Your agreement with GSMA for TAC Allocation. Please read these terms and conditions carefully before You register or apply for TAC Allocation from GSMA. These terms and conditions tell You how TAC Allocation works, how our agreement may be updated or terminated, and other important information.

By registering, using or accessing TAC services, You agree to these GSMA Terms and Conditions for TAC Allocation, as updated from time to time in accordance with clause 14. If You think that there is a mistake in these terms, please contact GSMA at imeihelpdesk@gsma.com.

INTRODUCTION:

- (A) GSMA is the industry-appointed Global Decimal Administrator responsible for coordinating the allocation of Type Allocation Code (TAC) to manufacturers of mobile devices that comply with the specifications developed by 3GPP.
- (B) GSMA maintains an official centralised database of all genuine TAC Allocations (the GSMA IMEI Database).
- (C) GSMA allocates TAC in accordance with *GSMA Permanent Reference Document TS.06 - IMEI Allocation and Approval Process* and *TS.30 IMEI Database Application Forms*.
- (D) GSMA engages the assistance of administrators, known as "Reporting Bodies" or "RBs" to allocate TAC on behalf of GSMA.
- (E) GSMA provides TAC on the terms and conditions set out in this Agreement, which supersedes and replaces all previous versions of manufacturer terms and conditions for TAC Allocation with effect from 1 April 2018.

YOU AGREE THAT:

1. Definitions

1.1 In this Agreement, unless the context indicates otherwise:

Agreement means these GSMA Terms and Conditions for TAC Allocation including the attached Schedule 1.

Brand means the trading name of a company under which a ME Model is marketed. **Branded** has the corresponding meaning.

Effective Date has the meaning given in clause 9.1.

Fees means the applicable fees for TAC Allocation as set out in Schedule 1.

GSMA means GSMA Ltd., a subsidiary of the GSM Association, with an office at 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, United States of America.

GSMA IMEI Database means the TAC/IMEI database maintained by GSMA containing information on TAC/IMEI numbers and ME Model specifications.

IMEI means an International Mobile Equipment Identifier, the 15 digit number that uniquely identifies all ME devices.

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.



ME means any mobile telecommunication equipment which complies with the 3GPP specifications.

ME Model has the meaning given in clause 6.2.

ME Owner has the meaning given in clause 3.1.

Multimode ME means a ME device that can connect to both a 3GPP and a 3GPP2 network.

Open TAC Application means a TAC Application which has been populated in part or in full, but has not yet been submitted for Allocation.

Personal Data has the meaning given in Article 4 of the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR).

RB means a Reporting Body, being an organisation formally appointed by GSMA to assist in the administration of TAC Allocation as listed at imeidb.gsma.com.

Registration, Register and Registered refer to the process set out in this Agreement to register as a ME Owner for the purposes of TAC Allocation.

Registration Policies means GSMA documents TS.16, TS.17 and TS.33, available at imeidb.gsma.com or on request via imeihelpdesk@gsma.com.

Subscription Plan means a subscription for TAC Allocation by annual advance fee payment, as further described in Schedule 1.

Subscription Year has the meaning given in section 9 of Schedule 1.

TAC means Type Allocation Code, being the first eight digits of an IMEI number, as further set out in the 3GPP TS 23.003 Specification.

TAC Allocation, TAC Allocated or Allocate TAC shall mean the association of a specific TAC with a specific ME Model by GSMA and/or a RB as described in clause 5.1(d).

TAC Application means an application by You for TAC Allocation in accordance with the process set out in clause 5.

TAC Credit means the availability of a TAC to You to make a TAC Application, after You have paid the applicable Fees.

TAC Financial Year means, in respect of each ME Owner, the 12 month period commencing on the date of (a) first TAC Credit purchase; or (b) in the event that a Subscription Plan has been used, the date of the last Subscription Plan expiry/termination. Subsequent TAC Financial Years commence and end on the anniversary dates of the applicable event.

TAC Policies means the following GSMA policy and permanent reference documents, each as updated from time to time by GSMA:

- (i) TS.06 (IMEI Allocation and Approval Process);
- (ii) TS.30 (IMEI Database Application Forms); and
- (iii) any other GSMA policy, process, or permanent reference documents relating to TAC Allocation, as notified to You by GSMA from time to time via imeidb.gsma.com.

Copies of current TAC Policies are available at imeidb.gsma.com or on request via imeihelpdesk@gsma.com.

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

Term means the term of this Agreement, as set out in clause 9.1.

You or Your means you as the counterparty to this Agreement, being a ME Owner.

1.2 In this Agreement, unless the context indicates otherwise:



- (a) expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement, including the background;
- (b) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- (c) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (d) references to any party include that party's successors and permitted assigns;
- (e) 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;
- (f) the term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation"; and
- (g) 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. Summary of TAC Allocation Requirements

2.1. In order to receive TAC Allocation, You must first:

- (a) Register as a ME Owner in accordance with clauses 3, 3.7 and 4;
- (b) pay in full the appropriate Fees in accordance with clause 8 and Schedule 1; and
- (c) submit a TAC Application in accordance with clause 5.

2.2. Your RB may have additional processes or requirements for the Registration or TAC Allocation processes, which will apply in addition to those set out in this Agreement. The terms and conditions set out in this Agreement will apply regardless of any other terms and conditions, processes or requirements of Your RB.

3. ME Owner and Brand Requirements

3.1. You represent and warrant to GSMA that You are the "ME Owner" in respect of all ME Models for which You apply for TAC Allocation.

3.2. An "ME Owner" is an organisation which:

- (a) sells a ME device under a Brand which is:
 - (i) a Brand that is owned by that organisation; or
 - (ii) a Brand that is duly licensed to that organisation for the purposes of manufacturing, distributing, marketing, and selling the ME Model, and
- (b) being either:
 - (i) a mobile device manufacturer, manufacturing and marketing MEs for consumer sale under that Brand; or
 - (ii) an entity which outsources the manufacture, distribution, marketing, or sale of MEs under that Brand.

3.3. For co-Branded or multi-Branded ME Models, the holder of the lead Brand is deemed to be the ME Owner for that ME Model and therefore responsible for applying for TAC Allocation.



- 3.4. In the case of a ME modem or IoT device which is embedded in equipment for sale by other organisations, the ME Owner of the modem or IoT device shall be responsible for applying for TAC Allocation, rather than the brand owner of the equipment in which it is embedded.
- 3.5. If You license Your Brand to a third party for purposes of ME production and sales, that third party must independently register as a ME Owner in order to submit TAC Applications and Allocate TAC using Your Brand. GSMA may request confirmation from You that the Brand has been duly licensed for such purposes. In the event of expiry or termination of the relevant Brand license, it is Your responsibility to inform GSMA and instruct GSMA to terminate TAC Applications made by the third party using Your Brand. You agree that GSMA and RBs will not be liable for any loss or damage due to delays or Your failure to communicate instructions in a timely manner.
- 3.6. If You apply to Register as a Brand licensee (being a ME Owner pursuant to clause 3.2(a)(ii)):
 - (a) You must complete Registration in Your organisation's name; and
 - (b) GSMA will seek independent confirmation from the Brand owner that they consent for TAC to be Allocated to Your ME Models using the Brand owner's Brand.
- 3.7. If You sell Your Brand to a third party for purposes of ME production, You agree upon request to help GSMA verify claims of the change of Brand ownership.

4. Registration Requirements

- 4.1. You must Register via either imei.db.gsma.com or Your RB (as applicable) providing the registration information requested by GSMA and RB, and:
 - (a) in accordance with the Registration Policies, as updated from time to time and available on request from imeihelpdesk@gsma.com; and
 - (b) any additional information and documents (including evidence of Brand ownership or usage rights) requested by GSMA and/or the relevant RB.
- 4.2. You will be automatically assigned a RB by GSMA when You Register.
- 4.3. GSMA and the RBs may, in their sole discretion, reject a Registration application or terminate an approved Registration for any reason whatsoever, including without limitation if (i) it cannot be confirmed to GSMA and/or Your RB's satisfaction that You meet the eligibility criteria (as set out in clause 3.1); (ii) You are unable to provide confirmation of corporate identity and Brand ownership or usage rights; or (iii) law or regulation does not permit. If You wish to appeal against the rejection by the RB of an application for Registration, You may submit a request to GSMA at imeihelpdesk@gsma.com.
- 4.4. On receipt of confirmation of Registration by the RB or GSMA You will receive GSMA IMEI Database account login credentials enabling You to apply for TAC. You must:
 - (c) keep Your login credentials confidential, and under no circumstances share Your credentials with any third party (unless expressly agreed by GSMA); and
 - (d) ensure that any information in relation to Your account details in the GSMA IMEI Database (including all contact details) is kept up-to-date, comprehensive, accurate, truthful, complete, relevant and is not misleading.

5. TAC Application Process

- 5.1. After You have Registered, the TAC Application and Allocation process is as follows:
 - (a) You must pay the Fees for TAC Credits for the number of TAC You wish to Allocate, in accordance with Schedule 1.
 - (b) You may apply for TAC by submitting a TAC Application using the "IMEI TAC Application Form" provided by GSMA or Your RB, as applicable.



- (c) You must complete the details requested in accordance with the TAC Application Form and TAC Policies for each ME Model for which TAC Allocation is required. Your RB will inform You of any additional requirements relating to local regulation.
- (d) Once submitted, Your RB reviews the TAC Application and either approves the TAC Application, or puts it on hold pending provision of further information necessary to complete the TAC Application, or rejects it if not compliant with TAC Policies.
- (e) On approval of an TAC Application, a TAC is Allocated to the ME Model. For each TAC Allocation, a TAC Credit is used up.
- (f) When a TAC is Allocated, a TAC Certificate is created by the GSMA IMEI Database.
- (g) Once a TAC is Allocated, changes cannot be made to the ME Model specifications, except to the limited extent permitted by GSMA in its sole discretion.

5.2. Once Allocated, You may use TAC to create and implement IMEI numbers for Your ME devices, subject to the requirements set out in this Agreement and the TAC Policies.

5.3. You undertake NOT to:

- (a) apply for TAC Allocation for any ME Models for which You are not the ME Owner;
- (b) buy, acquire, receive, or use TAC from any parties other than GSMA or RBs; or
- (c) assign, transfer, or novate to, or otherwise permit to be used for the benefit of any third party, any TACs Allocated to You.

6. Use of TAC

6.1. You agree to comply with, and that Your use of TAC is subject to, the TAC Policies, as updated by GSMA from time to time pursuant to clause 14. Copies of current TAC Policies are available via imeidb.gsma.com or upon request from imeihelpdesk@gsma.com. You acknowledge that it is Your responsibility to visit the imeidb.gsma.com website to review and ensure compliance with any TAC Policy updates.

6.2. "**ME Model**" means a ME which is different from other MEs, as differentiated:

- (a) by hardware design;
- (b) by transceiver;
- (c) by control software;
- (d) by frequency bands;
- (e) by casing variations;
- (f) by number of cameras;
- (g) by motherboard specification;
- (h) by chipset used;
- (i) by operating system used (but not the version of operating system);
- (j) by model name;
- (k) by different ME Owner(s); or
- (l) if it is manufactured or assembled or commissioned by different outsourced manufacturers.

Further details about ME Models are contained in the GSMA TAC Policies.

6.3. Every ME Model must be Allocated a unique TAC (or, if the volume of devices requires more than one TAC, a set of TACs). Only one ME Model can be associated with a TAC.

6.4. Multimode ME with one transceiver need only be Allocated one TAC.

6.5. ME Models with multiple transceivers of the same specification must have a unique IMEI per transceiver. If the transceiver specifications are the same, each transceiver IMEI may use the same TAC. If the transceiver specifications are different, each transceiver type must have a different TAC. All TAC must be Allocated to that ME.



- 6.6. Any changes to the ME constituting a change in ME Model as described in clause 6.2 above will require a new TAC (e.g. additional frequency bands or new transceiver design or new transceiver control software).
- 6.7. The requirements in this Agreement may be subject to additional local requirements imposed by national regulators. However, local requirements will not negate the obligation on You to comply with the provisions of this Agreement. If there is a conflict between Your local regulatory requirements and this Agreement, You must contact GSMA at imeihelpdesk@gsma.com for further instruction. GSMA and the RBs take no responsibility for any regulation or authority impacting on Your use of TAC.
- 6.8. You will:
- (a) incorporate a unique and permanent IMEI number derived from the TAC Allocated to You into each unit of the ME Model for which the TAC was Allocated;
 - (b) use a new TAC for ongoing production of a ME Model once one million units of the Model have been produced using one million IMEI formed from the original TAC;
 - (c) implement IMEI numbers (including the TAC) in a manner resistant to change;
 - (d) apply for and only incorporate officially GSMA-Allocated TACs (and their corresponding ranges of IMEI numbers) in each and every ME Model placed in the market; and
 - (e) ensure that all data pertaining to a ME Model You are requesting TAC for, is kept up-to-date, comprehensive, truthful, complete, relevant and not misleading.
- 6.9. You will NOT:
- (a) use the same TAC across different ME Models;
 - (b) use the same IMEI in multiple ME units;
 - (c) use any TAC or IMEI numbers that have not been officially Allocated to You via the process set out in this Agreement;
 - (d) use TAC numbers that have been invented or copied from existing or future TAC ranges;
 - (e) allow IMEI numbers (including the TAC) to be changed after they have been implemented;
 - (f) implement any functionality in Your ME device that changes the IMEI number of the ME device;
 - (g) submit a TAC Application until the details of Your ME Model are stable and known, since a TAC can only represent one ME Model and changes cannot be made to the ME Model specifications after allocation (except to the limited extent permitted by GSMA in its sole discretion); or
 - (h) use (or permit to be used) TAC Allocated to any other entity, except as expressly permitted in clause 7.2.
- 6.10. You commit NOT to use the TAC Allocation process:
- (a) in any way that may be considered injurious or detrimental to GSMA or the mobile industry or to bring it into disrepute;
 - (b) in such a way as to make Your ME Models unidentifiable or uniquely unidentifiable;
 - (c) in such a way as to falsify information about Your ME Models;
 - (d) in such a way that Your ME Models misrepresent themselves as other ME Models;
 - (e) for the purposes of fraud or any other unlawful activity; or
 - (f) in any other manner which is contrary to the spirit and intention of the TAC/IMEI system.



- 6.11. You undertake not to permit or enable any third party to any act in contravention of clauses 5.3, 6.3, 6.8, 6.9 or 6.10 or otherwise contrary to the spirit of this Agreement.
- 6.12. You acknowledge and agree that failure to comply with the obligations set out in clauses 5.3, 6.3, 6.8, 6.9, 6.10 and 6.11 may result in, without limitation, the exercise by GSMA of the consequences set out in clause 9.7.
- 6.13. If You are a ME Owner using a third party manufacturer, You will apply for Your own TAC for Your own ME Models and supply these TAC to Your manufacturer for production of Your ME Model. You must ensure that Your manufacturers and service providers comply with all terms of this Agreement as they apply to You. You accept that You are responsible for all acts and omissions of Your manufacturers and service providers as if they are Your own.
- 6.14. You recognise that TAC and IMEI number ranges are finite resources. You agree to act in good faith when making use of the available TAC and IMEI resources and use such resources in an efficient manner in order to minimize waste and unnecessary TAC allocations without compromising the requirement to uniquely identify each ME Model with a unique TAC. In the event that GSMA reasonably suspects following its investigation that You have Allocated unused or unnecessary TAC, GSMA is entitled to withdraw and/or re-Allocate that TAC without credit or refund to You.
- 6.15. The GSMA operates various programmes to enhance TAC and IMEI security and integrity across the mobile telecommunications industry (IMEI Integrity and Security Programmes). By entering into this Agreement, You irrevocably consent to GSMA or its appointed testing agencies conducting penetration and IMEI modification tests to assess the security of IMEI implementation on any of Your devices (whether TAC/IMEI numbers are implemented in such devices pursuant to this Agreement or under any previous agreement). You agree that that GSMA and its testing agencies have no liability to You in respect of such programmes and testing.

7. Intellectual Property, Data and Confidentiality

- 7.1. Subject to payment of Fees, GSMA grants to You a non-exclusive, non-transferable, revocable, perpetual, worldwide and royalty-free right to use each TAC which is Allocated to You solely to generate and apply IMEI numbers solely to the ME Model for which that TAC has been Allocated, in accordance with the terms and conditions set out in this Agreement.
- 7.2. You may provide the TAC Allocated to You solely to Your ME Model manufacturer(s) to produce the related ME Models in accordance with the terms and requirements set out in this Agreement. You shall not sell, give, licence, or otherwise permit to be used for ME production, Your Allocated TAC to or by any other person for any other purpose. For the avoidance of doubt, You may disclose and publish Your TAC /IMEI as implemented in Your MEs.
- 7.3. You acknowledge that all rights, title and interest in the GSMA IMEI Database and the GSMA TAC model, Allocation process, methods, system, and all related materials, including all Intellectual Property Rights therein, are retained solely by GSMA and 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.
- 7.4. You grant to GSMA and its affiliates a non-exclusive, transferable, irrevocable, perpetual worldwide and royalty-free license to use any information and data submitted by You to GSMA and/or RBs.
- 7.5. Notwithstanding clause 7.4, GSMA will treat any Personal Data provided by You in accordance with the Privacy Policy available at imeidb.gsma.com. Without limiting that Privacy Policy, You acknowledge that for the purpose of fulfilling its obligations under this Agreement:
 - (a) GSMA discloses Your contact details to the RBs and third party service providers for the purposes of operating the GSMA IMEI Database and TAC Allocation systems; and
 - (b) GSMA and RBs use Your contact details to provide You with information and updates in relation to TAC/ IMEI, telecommunications, and related GSMA training and services.
- 7.6. Without prejudice to clause 7.4, and subject to clause 7.5, You acknowledge that any information relating to Your ME Models and/or TAC Allocation may be used and distributed by GSMA in any manner that



GSMA deems appropriate to be of benefit to the industry. For example, any information submitted by You to GSMA and RBs for the GSMA IMEI Database will be centrally recorded and may be made available to RBs, GSMA affiliates, members and any other third party. ME Model information may be provided to, without limitation, telecommunications operators, customs agencies, law enforcement agencies, government agencies, regulators, insurance companies, recycling companies and/or companies providing support services to operators.

- 7.7. You shall keep confidential, and shall not (except where required by law) directly or indirectly (i) disclose or permit to be disclosed to any person; or (ii) use for Your self or to the detriment of GSMA, any information that by its nature is deemed confidential in connection with this Agreement, including any information disclosed by GSMA to You; (i) on the express basis that such information is confidential; or (ii) which might reasonably be expected by either party to be confidential in nature (together, "**Confidential Information**").
- 7.8. You shall restrict access to Confidential Information on a "need to know" basis to only those of Your employees, officers, agents and subcontractors for whom such access is necessary for carrying out any tasks pursuant to this Agreement and only after such persons have agreed to maintain confidentiality in respect of that Confidential Information.
- 7.9. You agree to secure and protect any Confidential Information disclosed in connection with this Agreement with reasonable care and in any event with no less than the same degree of care that You use to secure and protect Your own confidential and proprietary information of a similar nature, and to take all reasonably appropriate actions with Your employees, officers, agents or subcontractors who are permitted access thereto, to satisfy Your obligations hereunder.
- 7.10. Upon discovery of any unauthorized possession, disclosure or use of any confidential information disclosed in connection with this Agreement, You shall promptly notify GSMA of the same and shall cooperate with GSMA in every reasonable effort to regain possession or prevent further unauthorized use or disclosure of the confidential information.

8. Fees and Payments

- 8.1. You undertake to pay to GSMA and/or Your RBs (as applicable), the relevant Fees as they fall due, in accordance with the payment terms outlined in Schedule 1. You acknowledge that the relevant Fees must be paid prior to TAC Allocation.
- 8.2. 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.
- 8.3. The GSMA reserves the right to charge interest on overdue amounts at an annual rate of two percent (2%) per calendar month over current London Interbank Offered Rate (Libor).

9. Term and Termination

- 9.1. This Agreement shall be effective from the later of 1 April 2018 and the date that You indicate Your acceptance to this Agreement ("**Effective Date**"), until terminated or lapsed in accordance with the terms set out in this Agreement ("**Term**").
- 9.2. You may terminate this Agreement by 30 days written notice to GSMA.
- 9.3. GSMA may terminate this Agreement by 90 days written notice to You.
- 9.4. Either party may terminate this Agreement with immediate effect by written notice to the other party if an encumbrancer takes possession, or a receiver is appointed, of any of the other party's property or assets; or the other party becomes subject to an administration order or make any voluntary arrangement with its creditors; or the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting effectively agrees to be bound by or assume the other party's obligations under this Agreement); or if the other party ceases, or threatens to cease, to carry on business; or if the other party suffers any similar process under the law of the other party's domicile or place of jurisdiction.



- 9.5. GSMA may terminate this Agreement with immediate effect by written notice to You:
- (a) if You commit a material breach of Your obligations under this Agreement which is incapable of remedy or which remains uncorrected for a period of 14 days after receiving written notice from GSMA of the breach; or
 - (b) in the event of any relevant legislative, regulatory or TAC Policy change which in the opinion of GSMA, acting reasonably, requires this Agreement be terminated or suspended.
- 9.6. This Agreement will lapse and be deemed terminated if:
- (a) a period of 24 months passes during which period You do not make any TAC Allocations; or
 - (b) if You cease to own or hold the required license for the Brand with which You Registered.
- In the event that this Agreement lapses, You will be required to again complete the Registration process in order to Allocate TAC.
- 9.7. You accept that, in the event of any actual or reasonably suspected breach of this Agreement by You, including any misuse of the TAC Allocation process, and without limiting the rights and remedies of GSMA under this Agreement or otherwise at law, GSMA may, at its sole discretion:
- (a) terminate or suspend this Agreement, and discontinue TAC Allocation without notice; and/or
 - (b) communicate the actual or alleged breach or infringement to network operators, government authorities and other telecommunications organisations (including regulators, customs etc.); and/or
 - (c) withdraw or suspend all or some of Your Allocated TACs from the GSMA IMEI Database;
- with no refund or other compensation payable to You by GSMA, and
- (d) You may be required to pay GSMA a fee of up to USD \$5,000 per TAC in respect of each breach or misuse requiring investigation or remediation by GSMA, such fee to be determined by GSMA in its sole discretion. You acknowledge that such fees are not intended as a penalty, and are applied to cover the costs of remedial work and ongoing monitoring by GSMA, taking into account the importance of maintaining the international integrity of IMEI and TAC.
- 9.8. If Your Allocated TACs are withdrawn or suspended from the GSMA IMEI Database pursuant to clause 9.7, those TACs and the ME details pertaining to them will not be made available to mobile network operators, regulators or customs agencies. Your devices containing those TACs may therefore cease to function on mobile networks and may no longer comply with regulations in some jurisdictions. You agree that GSMA, RBs and network operators will have no liability in respect of any loss, damage or disadvantage resulting directly or indirectly from TAC withdrawal or suspension.
- 9.9. Upon termination, lapsing, or expiry of this Agreement for any reason whatsoever:
- (a) You shall cease to purchase TAC Credits, or apply for or receive any TAC Allocations;
 - (b) You will automatically forgo any entitlements, rights and privileges You may have under this Agreement, including any TAC Credits held by You, or any outstanding period remaining under Your Subscription Plan;
 - (c) no refunds will be payable to You by GSMA, except where:
 - (i) GSMA terminates this Agreement for convenience pursuant to clause 9.2; or
 - (ii) You terminate this Agreement pursuant to clause 14,while You currently hold a Subscription Plan, in which case GSMA may offer a pro rata refund for the remaining months in Your Subscription Year, after deducting GSMA's reasonable administration costs;



- (d) termination will be without prejudice to either party's rights and remedies in respect of any breach of this Agreement by the other party, where the breach occurred before the termination of this Agreement; and
- (e) the provisions of clauses 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 of this Agreement, together with such other provisions reasonably required to give effect to those clauses or which by their nature are intended to survive termination, will remain in full force and effect following termination or expiry. For the avoidance of doubt, the grant of rights in clause 7.1 in respect of any properly Allocated TAC which has already been applied to a ME device will remain in effect following termination or expiry of this Agreement.

10. Warranties

- 10.1. You represent and warrant, upon execution and continuously on the date of each TAC Application, that:
- (a) You have obtained all authorisations and done all things necessary in order to enter into, and perform Your obligations, under this Agreement; and
 - (b) You are not aware of anything which will, or might reasonably be expected to, prevent or impair You from performing all of Your obligations under this Agreement, and in the manner and at the times contemplated by this Agreement.

11. Limitation of Liability

- 11.1. You indemnify and hold harmless GSMA, the RBs, and network operators, against any claims or actions (including reasonable costs) arising from or related to any act or omission by You or Your affiliates, manufacturers, customers or any other related third party, contrary to the terms of this Agreement.
- 11.2. TAC Allocation and any other services provided by GSMA, the RBs or any of their affiliates hereunder are provided "as is" and without any warranty of any kind. All warranties, whether express, implied, or statutory, including without limitation any implied or other warranties of merchantability, fitness for a particular purpose, quality, accuracy, completeness, timing, or title are expressly disclaimed and excluded.
- 11.3. GSMA and the RBs shall not be liable to You for any loss of profits, loss to reputation, loss of contracts, or any indirect, punitive, special or consequential loss, damage or delay in relation to this Agreement howsoever caused.
- 11.4. In no event shall GSMA's or any RB's liability in aggregate under this Agreement exceed the Fees actually received by GSMA and any RB from You in the preceding 12 months from the last incident as proven in court that forms part of Your claim.
- 11.5. Notwithstanding clauses 11.3 and 11.4, nothing in this Agreement excludes or limits either the GSMA's or any RB'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.

12. Force Majeure

- 12.1. Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a party (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**").
- 12.2. A party claiming to be affected by a Force Majeure Event will not be entitled to invoke the provisions of clause 12.1 unless it performs fully the following obligations: (a) on becoming aware of any Force Majeure Event it shall have notified the other party by the most expeditious method then available, giving details of the Force Majeure Event, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay will continue; and (b) it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Force Majeure Event.



13. Notices

- 13.1. Unless specifically stated otherwise in this Agreement, any notice required to be given pursuant to this Agreement will be directed:
- (a) If to GSMA: *GSMA Ltd., Attn: Deputy General Counsel, 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, United States of America*; with a copy to imeihelpdesk@gsma.com.
 - (b) If to You: To the email address of the Main Contact in Your account details, as updated by You from time to time via imeihelpdesk@gsma.com or imeidb.gsma.com.
- 13.2. Any notice required to be given pursuant to this Agreement will be deemed to be properly given immediately upon delivery.

14. Modifications and Previous Versions of this Agreement

- 14.1. GSMA may amend this Agreement (including the TAC Policies) by not less than 60 days' written notice to You. Your continued use of TAC services following notice of the changes to this Agreement constitutes Your acceptance of the amended Agreement. In the event that such amendments are materially detrimental to You, You may elect to terminate this Agreement on 30 days' written notice to GSMA and Your RB.
- 14.2. From the Effective Date, this Agreement supersedes and replaces any previous agreements between You and GSMA for TAC Allocation. The Fees set out in this Agreement replace the fees payable under any earlier agreement between You and GSMA for TAC Allocation and accordingly, any unused TAC Credits which were issued to You as part of a "Grandfather Allowance" will expire on 31st March 2019, irrespective of the payment option You choose under Schedule 1.

15. Agents and Subcontractors

- 15.1. If You are entering into this Agreement as an agent for an ME Owner, You warrant and represent that You are and will remain at all times:
- (a) authorized by ME Owner as its legal agent to enter into this Agreement for and on behalf of ME Owner, and to act as the agent of the ME Owner for the purposes of TAC Allocation;
 - (b) compliant with and bound by the terms of this Agreement and, where applicable, You will procure the same in respect of the ME Owner; and
 - (c) jointly and severally liable for the obligations of the ME Owner under this Agreement.
- 15.2. To the extent that You subcontract any of Your rights or obligations under this Agreement:
- (a) You may only subcontract those rights and obligations which are not prohibited from being assigned, transferred or subcontracted under this Agreement;
 - (b) You will ensure that Your subcontractors comply with the terms of this Agreement; and
 - (c) You will be responsible and liable for all acts and omissions of subcontractors as if they were Your own.

16. General

- 16.1. This Agreement is the complete, final and exclusive entire agreement between the parties relating to the subject matter and supersedes any and all prior agreements, representations, communications, undertakings, or discussions relating to the subject matter hereof. If there is any conflict of meaning between the documents which are part of this Agreement, the order of precedence will be as follows: the body of these terms and conditions, the schedules, then any TAC Policy or Registration Policies.
- 16.2. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.



- 16.3. Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.
- 16.4. 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. The GSMA may at any time transfer or assign any of its liabilities or rights under this Agreement to any other entity upon written notice to You.
- 16.5. No failure or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. The rights powers and remedies provided in this Agreement are cumulative and are in addition to any rights, powers or remedies provided by law.
- 16.6. Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties and/or any RB, or to authorise any party or any RB to act as agent for the other.
- 16.7. 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.
- 16.8. Subject to clause 14, this Agreement may not be varied, modified, altered, or amended except by Agreement in writing by the parties' duly authorised representatives.
- 16.9. This Agreement shall be construed and interpreted in accordance with the laws of England excluding its rules for choice of law and under the exclusive jurisdiction of the English Courts.
- 16.10. This Agreement was written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.
- 16.11. Save for the provisions in clauses 3.5, 4.3, 9.8 and 11, which may be enforced by GSMA, RBs, network operators and each of their affiliates (as applicable), no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.



SCHEDULE 1

TAC ALLOCATION FEES

Pursuant to clause 8.1 of the main body of this Agreement, the Fees set out below are payable for TAC Allocation (either for the purchase of individual TAC Credits, or on an annual Subscription Plan basis).

INDIVIDUAL TAC ALLOCATION

1. **Fee for a single TAC Credit:** The TAC Allocation Fee for each unit of TAC Credit is USD \$400 ("**Individual TAC Credit Fee**").
2. **Using TAC Credits:**
 - (a) Each TAC Credit entitles You to Apply for one TAC, by following the TAC Allocation process set out in clause 5.
 - (b) Once paid for, TAC Credit purchased by paying the Individual TAC Credit Fee do not have an expiry date. They will only expire as set out in the main body of this Agreement, for example, when the Agreement is terminated.
3. **Annual Fee Cap:** The maximum amount payable by You in any TAC Financial Year for TAC Allocation is capped at USD \$30,000 (the equivalent to Individual TAC Allocation Fees payable for 75 units of TAC) ("**Annual Fee Cap**"). After You have paid up to this amount, TAC are Allocated as required free-of charge to You during the remainder of that TAC Financial Year.
4. **Limits on TAC Credits Held:**
 - (c) Until You have reached the annual threshold of USD \$30,000 / 75 TAC units, You may purchase TAC Credits at any time and in any volume.
 - (d) Once this threshold has been reached, for the remainder of Your TAC Financial Year:
 - (i) You may apply for no more than ten free-of-charge TAC Credits in any one transaction; and
 - (ii) You may hold a maximum of ten free-of-charge TAC Credits at any one time.
 - (e) Free-of-charge TAC Credits automatically expire at the end of the then-current TAC Financial Year, after which time any Open TAC Applications will be subject to payment of Individual TAC Credit Fees pursuant to section 1 of this Schedule, which fall due on submission of the Application and shall be paid before the TAC is Allocated.

TAC ANNUAL SUBSCRIPTION PLAN

5. **Applying for a Subscription Plan:** You may apply to use a Subscription Plan at any time via imeidb.gsma.com or via Your RB, as applicable.
6. **Usage:** During each Subscription Year that You hold a Subscription Plan, You are entitled to receive such volume of TAC Allocations as reasonably required by You. You may open and submit a TAC Application at any time, but may not exceed a maximum of fifty Open TAC Applications at any one time.
7. **Subscription Plan Annual Fees:** Subscription Plan subscribers pay the following Subscription Plan Annual Fee:
 - (a) The Fee for a Subscription Plan is USD \$30,000 per Subscription Year ("**Subscription Plan Annual Fee**").
 - (b) During the Subscription Year, the Subscription Plan Annual Fee applies instead of the Fees set out in Section 1 of this Schedule.



- (c) For the avoidance of doubt, Fees paid or payable for Individual TAC Allocation cannot be credited towards Subscription Plan Annual Fees.

8. **Payment and Processing:** Subscription Plan Annual Fees are payable annually in advance:

- (a) within 30 days of invoice by GSMA (or Your RB, as applicable); or
- (b) prior to the expiry date of Your Subscription Year if You are renewing a Subscription Plan.

Your Subscription Year commences on the date that Your payment and application has been processed by GSMA (or Your RB, as applicable). You should allow up to 30 days for the processing of Your application and payment prior to the commencement of Your Subscription Year. No refunds or discounts are provided due to any delay in processing Your application or payment.

9. **Subscription Year: “Subscription Year”** means the 12 month duration of each Subscription Plan, commencing in accordance with section 8 of this Schedule, and subject to expiry/termination in accordance with this Agreement or sections 11 or 12 of this Schedule 1.

10. **Subscription Renewal:**

- (a) Upon the expiration of the initial Subscription Year, Your Subscription Plan will automatically renew for successive one year Subscription Years (each a “**Renewal Subscription**”), unless:
 - (i) either You, GSMA or Your RB provides written notice of non-renewal at least 30 days prior to the end of the then-current Subscription Year;
 - (ii) You do not pay the renewal invoice, as set out in subsection (b) below; or
 - (iii) Your Subscription Plan is otherwise terminated in accordance with this Agreement.
- (b) GSMA will invoice You for the Renewal Subscription no later than 30 days prior to the expiry of the then-current Subscription Plan. If the Renewal Subscription invoice remains unpaid at the expiry of the then-current Subscription Year, Your Subscription Plan will automatically expire and You will revert to the Individual TAC Credit Fees above.

11. **Closure or Expiry of Subscription Plan:** Upon termination or expiry of Your Subscription Plan for any reason:

- (a) You will revert to paying the Individual TAC Credit fees set out above;
- (b) any Open TAC Applications at the date of expiry are subject to Individual TAC Credit fees (which fall due on submission of the Application and shall be paid before the TAC is Allocated); and
- (c) no refunds, discount or credit will be offered in respect of the termination, expiry, or failure by You to renew Your Subscription Plan.

12. **Fair Use:** You acknowledge that GSMA may terminate Your Subscription Plan if used in a manner that is inconsistent with clause 6.14. Any refunds offered are subject to GSMA’s discretion.

GSMA MEMBER PRICING

13. **GSMA Member Pricing:** Members and Associate Members of the GSM Association are entitled to receive a 10% discount on the Individual TAC Allocation Fees and Subscription Plan Annual Fees. For Individual TAC Allocations the Annual Fee Cap is reduced by 10% to USD \$27,000 per annum.

PAYMENT AND INVOICING



14. **Payment:** All Fees (whether for Individual TAC Allocation or a Subscription Plan) must be paid in advance of TAC Allocation. Fees are payable to either GSMA directly or via Your RB, as advised by Your RB. You are only entitled to be Allocated TAC and IMEI number ranges after You have paid in full the relevant Fees to GSMA or Your RB.
15. **Currency:** Fees are payable in U.S. dollars, or, where Your RB requires, in the equivalent figure in local currency as converted and charged by Your RB.
16. **Generating Invoices:** Invoices are raised and generated either through imeidb.gsma.com or by Your RB, as applicable. You will make payment of each invoice within 30 days of the date of issue of that invoice or within such period as required by Your RB, as applicable.
17. **Payment Method:** All payments directly to GSMA need to be made via the TAC/IMEI Portal at imeidb.gsma.com either:
 - (a) directly by credit card or debit card within the TAC/IMEI Portal on imeidb.gsma.com; or
 - (b) by bank/wire transfer, having requested an invoice via the TAC/IMEI Portal.

Please note that payment by invoice and bank transfer can take 5 to 10 working days for the money to reach GSMA. If You pay via bank transfer You will be sent a notification email when the payment has been received. Your RB may advise a different payment method.