



“HD Voice” LOGO LICENSE AGREEMENT

This “HD Voice” Logo License Agreement is entered into between GSMA Ltd. (“Licensor”), a Georgia corporation and Affiliate of the GSM Association, with an office at 1000 Abernathy Road, Suite 450, Atlanta, GA 30328 U.S.A., and _____ (“Licensee”), whose registered office is at _____.

WHEREAS, Licensor is the owner of the “HD Voice” Logo;

WHEREAS, Licensor has developed the “HD Voice” Logo Usage Guidelines;

WHEREAS, Licensee desires to use the “HD Voice” Logo for the limited purposes set forth herein; and

WHEREAS, Licensor and Licensee wish to enter into this Agreement which sets forth the terms and conditions under which Licensor grants to Licensee certain rights with respect to the “HD Voice” Logo.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions

For purposes hereof, the following terms shall have the respective meanings provided.

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

1.2 “Agreement” shall mean this “HD Voice” Logo License Agreement, including all Annexes attached hereto, and any and all amendments to the Agreement and/or such Annexes.

1.3 “Effective Date” shall mean the date on which this Agreement has been signed by both Licensee and Licensor.

1.4 ““HD Voice” Logo” shall mean the “HD Voice” Logo artworks as set forth in Annex A.

1.5 ““HD Voice” Logo Usage Guidelines” shall mean the “HD Voice” Logo Usage Guidelines set forth in Annex B, including any revisions as may be made thereto and communicated with reasonable written notice (which shall be no less than thirty (30) days) to Licensee, by Licensor. Any revisions to the “HD Voice” Usage Guidelines shall only become binding after the notice period has expired.

1.6 “Sign” shall mean any trademark, service mark, trade name, logo or other indicia of ownership.

2. “HD Voice” Logo License

2.1 Subject to the terms and conditions and with the limitations and exceptions set forth in this Agreement, Licensor, as of the Effective Date, grants to Licensee a non-exclusive, non-transferable right, on a worldwide basis, without the right to sublicense, during the term hereof, to use the “HD Voice” Logo as specified in Annex A for marketing purposes relating to “HD Voice” products and services, including industry white papers.

2.2 The “HD Voice” Logo shall be used only in the form and manner specified in the “HD Voice” Logo Usage Guidelines. Licensee is strictly prohibited from using the “HD Voice” Logo in any form other than that which is specifically set forth in the “HD Voice” Logo Usage Guidelines without the prior written permission of Licensor.

2.3 Licensee shall not register any Sign which is confusingly similar to the “HD Voice” Logo, or which may dilute the “HD Voice” Logo by taking unfair advantage of its reputation in the marketplace, nor shall Licensee use any Sign which could reasonably be deemed to be confusingly similar, deceptive or misleading with respect to the “HD Voice” Logo. If Licensor provides Licensee with evidence that Licensee is using any Sign which is confusingly similar, deceptive or misleading with respect to the “HD Voice” Logo, or which may dilute the “HD Voice” Logo (as anticipated above), Licensee shall, as soon as reasonably practical but in any event within thirty (30) days upon receiving a written request from Licensor, permanently cease such use.

3. Information

3.1 Licensee shall comply with Licensor’s reasonable request for cooperation in connection with Licensor’s efforts regarding the enforcement or protection of Licensor’s rights and interests in the “HD Voice” Logo, to the extent commercially reasonably possible and legally permitted.

3.2 Licensee acknowledges and agrees that Licensor may use the name of Licensee in listings, advertising and/or publicity relating to the marketing of the “HD Voice” Logo without Licensee’s prior written consent.

4. Ownership of the “HD Voice” Logo

4.1 Licensee acknowledges that this Agreement does not transfer or convey to Licensee ownership of, or any rights in, any of the “HD Voice” artwork or Logo, except as expressly set forth herein. Use of the “HD Voice” Logo by Licensee shall inure solely to the benefit of Licensor, as owner of all rights in and to the “HD Voice” Logo. Upon termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with Licensee's use of the “HD Voice” Logo.

4.2 Licensor hereby reserves all rights not expressly granted by this Agreement. Such reserved rights are the sole and exclusive property of Licensor.

5. Warranty and Disclaimer

5.1 LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE “HD Voice” LOGO AND THE INFORMATION TO BE SUPPLIED TO LICENSEE PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO THE “HD Voice” LOGO USAGE GUIDELINES.

LICENSOR MAKES NO WARRANTY WHATSOEVER THAT THE USE OF THE "HD Voice" LOGO BY LICENSEE DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY PERSON. LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES RELATING TO THIS AGREEMENT.

5.2 Nothing in this Agreement shall be construed as imposing on Licensor an obligation to take any action to protect its intellectual property rights or other interests in the "HD Voice" Logo.

5.3 Licensee acknowledges and agrees that Licensor shall not be liable for the actions of any government official, agency or other authority with respect to the enforcement of any law or regulation applied or relating to "HD Voice" products or services.

5.4 Neither party shall be liable to the other in respect of any event of default for loss of profits, goodwill, business opportunity, data or revenue or any type of special, indirect or consequential loss (including loss or damage suffered as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the relevant party had been advised of the possibility of the other party incurring the same.

6. Term and Termination

6.1 This Agreement shall become effective as of the Effective Date and shall continue in force for an indefinite term, unless terminated earlier.

6.2 Either party may terminate this Agreement at any time on thirty (30) days written notice to the other party in the event that the latter shall materially breach or fail to perform any material obligation under this Agreement, and such default is not remedied within thirty (30) days after notice is given specifying the nature of the default. Such right of termination shall not be exclusive of any other remedies or means of redress to which the non-defaulting party may be lawfully entitled, and all such remedies shall be cumulative. Licensor may terminate this agreement at any time on thirty (30) days prior written notice to Licensee.

6.3 Licensee hereby agrees that the use of the "HD Voice" Logo in any way not in compliance with the "HD Voice" Logo Usage Guidelines shall constitute a material breach of this Agreement.

7. Notices

7.1 Wherever provision is made in this Agreement for the giving of any notice or communication, such notice or communication shall be in writing and shall be deemed to have been duly given if mailed by airmail, postage prepaid, addressed to the party entitled to receive the same or delivered to such party, or sent by facsimile transmission, by e-mail, or sent by courier, in each case to the attention of the individual acting on behalf of such party specified below:

If to Licensor:

HD Voice Administrator
GSMA
Floor 2
The Walbrook Building
25 Walbrook
London EC4N 8AF
Tel. No: +44 (0) 207 356 0600

Fax No.: + 44 (0) 2077592301
- hdvoice@gsma.com

With a copy to:

General Counsel
GSMA Ltd.
1000 Abernathy Road
Atlanta, GA 30328 U.S.A.
Fax No.: +1 678-281-6601

If to Licensee:

Name: _____
Address: _____
Tel. No.: _____
Fax No.: _____
Email: _____

PLEASE INSERT GENERIC EMAIL ADDRESS ABOVE e.g. HDVoice@gsma.com

Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two business days after delivery by the courier company, or if by email, two (2) business days following dispatch of the email, or if mailed, ten business days following the date on which such notice was so mailed.

8. Miscellaneous

8.1 Licensee acknowledges that Licensor has no obligation to bring any actions for unauthorized use or infringement of the “HD Voice” Logo. Notwithstanding the foregoing, Licensee will notify Licensor immediately should it learn of any such unauthorized use or infringement by any entity. Licensee shall have the option, but not the obligation, at its own expense, to assume the defence of any suit or action brought against Licensee that challenges or concerns the validity of any right granted by Licensor hereunder. Licensee shall be entitled to all proceeds resulting from any such suit or action.

8.2 Licensor represents and warrants that it has the right to enter into this Agreement and to grant a license to Licensee pursuant to the terms contained herein.

8.3 This Agreement and the rights granted hereunder shall be personal to Licensee and shall not be assigned, transferred, sold, pledged, divided or made subject to any lien, charge, security interest or encumbrance of any kind or manner. Licensee shall not have the right to sublicense any rights granted hereunder.

8.4 Licensor shall have the right to assign this Agreement, at any time during the term hereof, to any other entity that succeeds Licensor in its function as the licensor of the “HD Voice” Logo.

8.5 This Agreement shall be governed and construed, and any matters relating to this Agreement shall be decided according to the law of England and Wales.

8.6 Licensee agrees and acknowledges that all disputes between the parties hereto arising out of or in connection with the interpretation or execution of this Agreement shall be finally settled by the courts of England and Wales; and each party to this Agreement hereby irrevocably consents to the exclusive jurisdiction of such courts.

8.7 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than those expressly set forth herein (including those in the Annexes hereto), or as set forth in writing signed by a duly authorized representative of the party to be bound thereby.

8.8 This Agreement shall not be varied, modified, amended or nullified by any means except (i) in writing signed by a duly authorized representative of each party or (ii) pursuant to the requirements set forth in clause 1.4 of this Agreement.

8.9 This Agreement may be executed in counterparts (including facsimile transmission) each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

GSMA Ltd.

Signature

Printed Name

Title

Date

INSERT LICENSEE COMPANY NAME

Signature

Printed Name

Title

Date

Links to key reference documentation:

Annex A: “HD Voice” Logo*

Annex B: “HD Voice” Logo Usage Guidelines & FAQs

<http://www.gsma.com/network2020/hd-voice/annex-b-hd-voice-logo-usage-guidelines-and-faqs/>

* To be provided by GSMA upon receipt of the executed license agreement.