



## **MOBILE CONNECT TECHNOLOGY VENDOR LICENCE AGREEMENT**

This MOBILE CONNECT Licence Agreement is entered into as of the last date set forth below by and between GSM Association ("Licensor"), whose corporate headquarters are located at Floor 2, The Walbrook Building, 25 Walbrook, London EC4N 8AF, UK, and [REDACTED] ("Licensee"), whose registered office is located at [REDACTED].

WHEREAS, Licensor is the owner of the MOBILE CONNECT Mark as defined below;

WHEREAS, Licensor has developed guidelines for proper use of the MOBILE CONNECT Technology Vendor Minimum Requirements;

WHEREAS, Licensee desires to use the MOBILE CONNECT Mark as specifically set forth herein;

WHEREAS, Licensee has met and continues to meet each of the criteria set forth in the MOBILE CONNECT Technology Vendor Minimum Requirements;

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 use of the MOBILE CONNECT Mark.

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

### **1. Definitions**

For purposes hereof, the following terms shall have the respective meanings provided, in addition to other specifically defined terms throughout the Agreement.

**1.1** "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control of a party to this Agreement. The term "control" shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

**1.2** "Agreement" shall mean this MOBILE CONNECT Licence 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** “MOBILE CONNECT Mark” shall mean the MOBILE CONNECT mark, both standing alone and in combination with other terms and/or design elements, including but not limited to the logo mark set forth in Annex A (the “MOBILE CONNECT Logo Mark”) and as set forth in the limited list of registrations and applications either set forth in Annex C or set forth at [www.gsma.com/mobileconnect](http://www.gsma.com/mobileconnect), used in connection with identity verification systems and mobile telecommunication services.

**1.5** “MOBILE CONNECT Technology Vendor Minimum Requirements” shall mean the minimum requirements for compliance set forth in Annex F including any revisions as may be made thereto and provided to Licensee by written notice of at least one hundred and ten (110) days. Any revisions to the MOBILE CONNECT Technology Vendor Minimum Requirements shall only become binding after the notice period has expired. During the notice period, the previous or new version of the MOBILE CONNECT Technology Vendor Minimum Requirements, but no combination of the versions, shall apply, at the election of Licensee.

**1.6** “MOBILE CONNECT Communication Guidelines” shall mean communication guidelines for proper use of the MOBILE CONNECT Mark set forth in Annex B, including any revisions as may be made thereto and provided to Licensee by written notice of at least thirty (30) days). Any revisions to the MOBILE CONNECT Communication Guidelines shall only become binding after the notice period has expired. In the event Licensor revises or otherwise modifies the MOBILE CONNECT Communication Guidelines, Licensee shall be permitted to (i) exhaust its inventory of all MOBILE CONNECT products, product packaging, and related marketing and advertising collateral in existence or ordered prior to Licensee’s receipt of written notice of the revisions or modifications to the MOBILE CONNECT Communication Guidelines, and (ii) continue to use the MOBILE CONNECT Mark online in the manner permitted by the then-current MOBILE CONNECT Communication Guidelines for a period of ten (10) days after the revised or updated MOBILE CONNECT Communication Guidelines become effective in accordance with this Article, provided that Licensee’s use of the MOBILE CONNECT Mark is otherwise in full compliance with the MOBILE CONNECT Communications Guidelines.

## **2. MOBILE CONNECT Mark Licence**

**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 licence to use the MOBILE CONNECT Mark in connection with (i) services offered under the MOBILE CONNECT Mark, and (ii) in marketing, advertising and promotion of products and services offered under the MOBILE CONNECT Mark, including but not limited to marketing, advertising, and promotion online and in social media. No sublicences shall be permitted under this Agreement.

**2.2** The MOBILE CONNECT Mark shall be used solely in strict compliance with (i) the MOBILE CONNECT Communication Guidelines; and (ii) the MOBILE CONNECT Technology Vendor Minimum Requirements. Licensee is strictly prohibited from using the MOBILE CONNECT Mark in any form or manner other than as specifically set forth in the MOBILE CONNECT Communication Guidelines Monday, 10 August 2015 and the MOBILE CONNECT Technology Vendor Minimum Requirements without the prior written permission of Licensor.

**2.3** Notwithstanding anything any other provision in this Agreement to the contrary, if Licensee

develops, manufactures, offers for sale or sells any product or service that fails to comply with the MOBILE CONNECT Technology Vendor Minimum Requirements the terms of this Agreement shall be inapplicable and Licensee shall not be permitted to use the MOBILE CONNECT Mark in connection with any such non-compliant products and services.

**2.4** Other than as specifically permitted by the terms of this Agreement, Licensee shall not use or register any corporate or business name, trade name, trade mark, service mark, domain name, logo, or other source identifier, with or without a design, in any combination of upper and lower case letters, with or without spacing or punctuation, incorporating the term "MOBILE CONNECT" or any other similar term anywhere in the world (the "MOBILE CONNECT Sign"). This provision shall apply to any MOBILE CONNECT Sign used or registered in any language and any translation or transliteration thereof anywhere in the world. In the event that Licensor provides Licensee with evidence that Licensee is using a MOBILE CONNECT Sign in a manner other than specifically permitted by the terms of this Agreement, Licensee shall permanently cease all such use upon receiving written notice from the Licensor.

**2.5** If Licensor receives a cease and desist letter or similar third party communication that objects specifically to Licensee's use of the Mobile Connect Mark and/or demands that Licensee cease use of the MOBILE CONNECT Mark, Licensor shall send a copy of such communication to Licensee ("**Cease and Desist Notification**"). Immediately upon receipt of the Cease and Desist Notification by Licensee, Licensee shall cease all use of the MOBILE CONNECT Mark or, at Licensor's sole option and direction, amend its use of the MOBILE CONNECT Mark in such manner as to obviate the third party objection and make the use non-infringing.

**2.6** If Licensee receives a Cease and Desist Notification relating to the MOBILE CONNECT Mark, Licensee shall forward the Cease and Desist Notification to the Licensor immediately.

**2.7** Notwithstanding anything to the contrary in this Agreement, if Licensee fails to comply with any provision set forth in Article 2.5 or Article 2.6 above, Licensor shall have the right, in its sole discretion, to immediately terminate the Licensee's rights relating to the MOBILE CONNECT Mark granted to Licensee under this Agreement.

### **3. Self-Certification**

**3.1** Licensee represents and warrants that each product and service bearing or marketed using the MOBILE CONNECT Mark complies fully with the GSMA MOBILE CONNECT Mark Technology Vendor Minimum Requirements and that all use of the MOBILE CONNECT Mark complies fully with the MOBILE CONNECT Communication Guidelines.

**3.2** If at any time during the term of this Agreement, Licensor determines, in its sole reasonable judgment that Licensee is selling, marketing, promoting or distributing a product or service under the MOBILE CONNECT Mark that is not in full compliance with the MOBILE CONNECT Mark Technology Vendor Minimum Requirements, Licensor shall provide to Licensee written notice of the breach. Upon receipt of this written notice, Licensee shall immediately cure the breach and/or otherwise cease selling, marketing, promoting or distributing the non-compliant product or service under the MOBILE CONNECT Mark. Until Licensee is able to demonstrate full compliance with the MOBILE CONNECT Technology Vendor Minimum Requirements to Licensor's satisfaction, which shall not be unreasonably withheld or delayed, Licensee shall not be permitted to use the GSMA MOBILE CONNECT in connection with any such product or service.

**3.3** If Licensee fails to fully comply with Article 3.2 of this Agreement within ten (10) days, Licensor shall have the right, in its sole discretion, to immediately terminate this Agreement.

**3.4** The right of termination set forth in Article 3.3 is not exclusive of any other remedies or means of redress to which Licensor may be lawfully entitled, and all such remedies shall be cumulative. Upon termination of Licensee's rights pursuant to Article 3.3, all rights of Licensee granted in this Agreement shall cease and the termination procedures set forth in Article 8.2 below shall apply to such termination.

#### **4. Information**

**4.1** Licensee shall comply with Licensor's reasonable requests for cooperation in connection with Licensor's efforts regarding the enforcement or protection of Licensor's rights and interests in and to the MOBILE CONNECT Mark, to the extent commercially reasonably possible and legally permitted.

**4.2** Licensee permits, acknowledges and agrees that Licensor may use the Licensee's name and logo mark in connection with advertising, promoting, or publicizing in any way Licensee's use of the MOBILE CONNECT Mark and/or use of the services provided under the MOBILE CONNECT Mark without Licensee's prior consent.

**4.3** Licensee shall direct third parties who wish to use the MOBILE CONNECT Mark to <https://developer.mobileconnect.io> where such third party may accept the relevant licence agreement and download the relevant MOBILE CONNECT Mark assets.

#### **5. Ownership of the MOBILE CONNECT Mark**

**5.1** Licensee acknowledges that this Agreement does not transfer or convey to Licensee ownership of, or any rights in, the MOBILE CONNECT Mark, other than as expressly set forth herein. Use of the MOBILE CONNECT Mark by Licensee shall inure solely to the benefit of Licensor, as owner of all rights in and to the MOBILE CONNECT Mark. Upon termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with Licensee's use of the MOBILE CONNECT Mark.

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

#### **6. Warranty and Disclaimer**

**6.1** LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE MOBILE CONNECT MARK AND THE INFORMATION TO BE SUPPLIED TO LICENSEE PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MOBILE CONNECT COMMUNICATION GUIDELINES AND THE MOBILE CONNECT TECHNOLOGY VENDOR MINIMUM REQUIREMENTS. LICENSOR DOES NOT WARRANT THAT USE OF THE MOBILE CONNECT SERVICE MARK BY LICENSEE IS NOT LIKELY TO CAUSE INFRINGEMENT OR DILUTION OF ANY TRADE MARK OR INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY A THIRD PARTY. LICENSOR DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLIEDLY, PURSUANT TO STATUTE 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.

**6.2** 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 MOBILE CONNECT Mark. Licensee expressly acknowledges that the Licensor has no obligation to bring any actions for unauthorised use or infringement of the MOBILE CONNECT Mark. Notwithstanding the foregoing, Licensee shall notify Licensor immediately should it learn of any such unauthorised use or infringement by any entity.

**6.3** 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 MOBILE CONNECT products or services.

**6.4** Other than as specifically set forth in this Agreement, 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) arising from this Agreement even if such loss was reasonably foreseeable or the relevant party had been advised of the possibility of the other party incurring the same.

## 7. INDEMNITY

**7.1** Licensee shall indemnify the Licensor and its Affiliates, and their respective officers, directors, employees, representatives, subcontractors and agents (collectively, the “**Indemnitees**” in full from and against any claims, suits, losses, penalties, fines, judgments, damages, forfeitures, liabilities or expenses and costs of settlement) (collectively, “**Losses**”) arising out of or related to this Agreement or Licensee’s use of the MOBILE CONNECT Mark in any manner other than in strict accordance with this Agreement, including but not limited to any failure by Licensee to immediately cease use of the MOBILE CONNECT Mark upon receipt of any Cease and Desist Notification.

**7.2** Upon receiving notice of any third party claim covered by the indemnity obligations set forth in this Article 7, Licensor shall promptly notify the Licensee. The right of indemnification hereunder shall not be adversely affected by a failure to give such notice, unless and only to the extent that the Licensee is materially prejudiced thereby. The Licensee may assume control of the defense of any such claim; however, the Licensor may, at its own cost and expense, and in its sole discretion, participate through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. The Licensee shall not settle any such claim without the Licensor’s prior written consent, which consent shall not be unreasonably withheld or delayed. If the Licensor does not assume full control over the defense of a claim pursuant to this Article 7, then the Licensee may participate in such investigation, defense or trial, at its sole cost and expense, and the Licensee shall have the right to defend or settle such claim in such manner as it may deem appropriate, solely at the cost and expense of the Licensee, and to the extent that the Licensor’s rights in the MOBILE CONNECT Mark are unaffected.

## 8. Term and Termination

**8.1** This Agreement shall become effective as of the Effective Date and shall continue in force for an indefinite term, unless terminated in writing as provided by this Agreement.

**8.2** Licensor may terminate this Agreement immediately upon written notice to Licensee in

its sole discretion.

## 9. Notices

**9.1** 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 provided if sent by courier addressed to the party entitled to receive the same or personally delivered to such party, or sent by email transmission, in each case to the attention of the individual acting on behalf of such party specified below:

If to Licensor:

Mobile Connect Administrator  
GSM Association  
Floor 2  
The Walbrook Building  
25 Walbrook  
London EC4N 8AF  
Tel. No: +44 (0) 207 356 0600

Email: [mclicence@gsma.com](mailto:mclicence@gsma.com)

With a copy to:

General Counsel  
GSM Association  
Floor 2  
The Walbrook Building  
25 Walbrook  
London EC4N 8AF

If to Licensee:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email: \_\_\_\_\_

Except in the case of modifications to the MOBILE CONNECT Technology Vendor Minimum Requirements and the MOBILE CONNECT Communication Guidelines, notice shall be deemed to have been given on the day that it is so delivered personally or sent by successful email transmission or, if sent by courier, shall be deemed to have been given immediately upon delivery by the courier company.

## 10. Miscellaneous

**10.1** Licensor represents and warrants that it has the right to enter into this Agreement and to

grant a licence to Licensee pursuant to the terms contained herein. Licensee represents and warrants that it has the right and authority to enter into this Agreement and to comply with all the terms set forth in this Agreement.

**10.2** 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.

**10.3** 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 MOBILE CONNECT Mark.

**10.5** 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.

**10.6** 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.

**10.8** This Agreement and its Annexes set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge 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.

**10.9** This Agreement shall not be varied, modified, amended or nullified by any means except in writing signed by a duly authorized representative of each party or pursuant to the definitions set forth in Articles 1.5 and 1.6 of this Agreement.

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

**10.11** Except as expressly set forth in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Save as expressly provided otherwise in this Agreement, no person who is not a party to this Agreement will have any right under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term of this Agreement.

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

**GSM Association**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
**ALEX SINCLAIR**

\_\_\_\_\_  
Title  
**CTO**

\_\_\_\_\_  
Date

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Key reference documentation:**

Annex A: MOBILE CONNECT Logo\*

Annex B: MOBILE CONNECT Communication Guidelines & FAQs  
<http://www.gsma.com/mobileconnect>

Annex C: MOBILE CONNECT Trade Mark Applications & Registrations

Annex D: MOBILE CONNECT Mark Minimum Requirements\*\*

Annex E: MOBILE CONNECT Privacy Principles

Annex F: MOBILE CONNECT Mark Technology Vendor Minimum Requirements

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

\*\* Not relevant for the purpose of this Agreement.