



RESTRICTED USAGE UNDERTAKING

relating to

the A5/3 and GEA3 Encryption Algorithm

Between

(COMPANY NAME)

(COMPANY ADDRESS)
.....
.....
.....

hereinafter called: the BENEFICIARY;

and

the **GSM Association**, 1st Floor, Mid City Place, High Holborn, London WC1V 6EA,
United Kingdom,

hereinafter called: the CUSTODIAN.

Whereas:

For the purpose of this agreement the A5/3 and GEA3 Algorithm shall mean the following documents:

- Specification of the A5/3 Encryption Algorithms for GSM and EDGE, and the GEA3 Encryption Algorithm for GPRS; Document 1: A5/3 and GEA3 Specifications.
- Specification of the A5/3 Encryption Algorithms for GSM and EDGE, and the GEA3 Encryption Algorithm for GPRS; Document 2: Implementors Test Data.
- Specification of the A5/3 Encryption Algorithms for GSM and EDGE, and the GEA3 Encryption Algorithm for GPRS; Document 3: Design Conformance Test Data.
- Specification of the A5/3 Encryption Algorithms for GSM and EDGE, and the GEA3 Encryption Algorithm for GPRS; Document 4: Design and Evaluation report.

A5/3 and GEA3 is the joint property of ETSI, ARIB, TTA, TI who have signed a Management Agreement for the Distribution of A5/3 and GEA3,

The BENEFICIARY has demonstrated (supported by additional information provided), that he fulfils at least one of the criteria in Section 1 below.

1. Approval Criteria.

- a) The BENEFICIARY is a manufacturer who produces or is competent to produce equipment conforming to the GSM Technical Specifications, or standards based on them, for use by telecommunications operators authorized according to National regulations, and licensed to employ networks based on the GSM technical specifications where A5/3 and GEA3 is incorporated in the equipment.
- b) The BENEFICIARY is a manufacturer who produces or is competent to produce components for equipment conforming to the GSM Technical Specifications, or standards based on them, for use by telecommunications operators authorized according to National regulations, and licensed to employ networks based on GSM technical specifications where at least one of the components incorporates A5/3 and GEA3.
- c) The BENEFICIARY is a manufacturer who produces or is competent to produce system simulators for approval testing of systems based on GSM Technical Specifications, or standards based on them, where the system simulators include A5/3 and GEA3.
- d) The BENEFICIARY is a telecommunications operator authorized according to National regulations, and licensed to employ a network based on GSM technical specifications, or standards based on them.
- e) The BENEFICIARY does not comply with the above criteria but represents that it does or may have a legitimate commercial interest in using A5/3 and GEA3.

2. The CUSTODIAN undertakes to give to the BENEFICIARY:

non-exclusive licence to use or deal with copies of A5/3 and GEA3, in accordance with the conditions prescribed in this agreement.

3. The BENEFICIARY undertakes:

- a) To use the INFORMATION in A5/3 and GEA3 exclusively for the provision of A5/3 and GEA3 components, systems or services to public telecommunications networks based on the GSM Platform thus refraining from making any other use of A5/3 and GEA3 or information in A5/3 and GEA3. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (a), (b) and (c).
- b) To use the INFORMATION in A5/3 and GEA3 exclusively for the operation of public telecommunications networks based on the GSM Platform. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (d).

- c) To use the INFORMATION in A5/3 and GEA3 exclusively for the purpose as prescribed to it by the CUSTODIAN. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (e).
- d) To design equipment to the best of the BENEFICIARY's ability, in a manner that ensures that it cannot be used for any purpose other than to provide A5/3 and GEA3 3 services (as defined in the relevant GSM Technical Specifications, present and future) for which it is intended. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (a), (b), (c), and (e).

These services are specified in the A5/3 and GEA3 specification, A5/3 and GEA3 implementors test data, and A5/3 and GEA3 design conformance test data documents. Such documents may be altered or modified in the future and will be applicable, immediately upon their entry into force.

- e) Not to register, or attempt to register, any IPR (patents or the like rights) relating to A5/3 and GEA3 containing all or part of the INFORMATION.
- f) To seek licenses, at the BENEFICIARY's option, under any patents which are essential to use the INFORMATION (i.e. from Mitsubishi).
- g) To pay to the custodian the requested administrative fee (if any).

4. Liability and Indemnity

- 4.1 The CUSTODIAN shall not be held liable for any loss or damage suffered by the BENEFICIARY (directly or indirectly) incurred as a result of access to or use of A5/3 and GEA3.
- 4.2 The BENEFICIARY shall be liable for and will indemnify the CUSTODIAN (together with its officers, servants and agents) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the CUSTODIAN, whether direct or consequential (including without limitation, economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the BENEFICIARY by a third party claiming relief against the CUSTODIAN by reason of the use by the BENEFICIARY of A5/3 and GEA3.

All disputes which derive from the present undertaking or its interpretation shall be settled by the Courts of Justice situated in London in accordance with the procedures of these Courts and with the application of English Law regarding questions of interpretation.

Made in two originals, one of which is for the CUSTODIAN, the other one for the BENEFICIARY¹.

For the CUSTODIAN

For the BENEFICIARY

(Name, Title)

(Name, Title)

(Date)

(Date)

¹ The representative of the BENEFICIARY should be a director or senior executive and should be authorized to enter into an agreement of a legally binding nature on behalf of the BENEFICIARY.