

Open Service Agreement Template

Version 2.1

5 February 2025

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GSMA Open Service Agreement Template

**Between**

**<Party A (Operator)>**,

 having its registered address:

.....................................................
(Hereinafter referred to as "A")

And

**< Party B (Developer/Aggregator)>**,

 having its registered address:

.....................................................
(Hereinafter referred to as "B")

(the “Agreement”)

1. Introduction
	1. The Parties have expressed their wish to enter into an agreement for the provision of the Service Offering (as defined in Annex C) by Party A to Party B (the recipient of the Service Offering).
	2. Whereas, Party A is an Operator having its operations in […] and Party B is a XXXXX having its operations in […].
	3. This Agreement contains the following deviations and amendments to the terms set out below:

<<Insert text as needed>>
<<Insert text as needed>>
<<Insert text as needed>>

* 1. The Annexes, including the overview of the Annex structure, constitute an integral part of this Agreement. In case of discrepancy between different parts of this Agreement, unless agreed otherwise by the Parties, the following order of interpretation shall be applied: [Choose one of the options below]
		1. Option 1

(i) Main Body; and

(ii) Annexes

* + 1. Option 2

(i) Annexes; and

(ii) Main Body

* 1. In case of additional requirements, exceptions and/or contradictions between this Agreement and any Technical Specifications or GSM Association Permanent Reference Documents, the provisions of this Agreement shall prevail.
1. Starting Date
	1. This Agreement takes effect on XXXXX (the “Effective Date”).
2. Definitions
	1. “API” means an application program interface.
	2. “Affiliate” means any entity which directly or indirectly controls either Party A or B or is controlled by either Party A or B or is controlled by the same entity as either Party A or B, and for this purpose "control" means the possession by an entity, directly or indirectly, of the power to direct or cause the direction of the management and policies of another entity without needing the consent of any other entity, whether through the ownership of shares or other securities carrying the right to vote, through the composition of the board of directors of such other entity, by contract or otherwise;
	3. “Aggregator” Combines services from service provider and operator to developer. Brings together northbound services of operators, combines with other services and presents them northbound
	4. “CAMARA” The telco industry alliance led by the Linux Foundation in partnership with the GSMA for network APIs standardisation <https://camaraproject.org>
	5. “Confidential Information” Means all information of a Party, including without limitation, information relating to the research, development, business plans, marketing, operations, finances, personal data which is disclosed directly or indirectly to the other Party in the course of any activities relating to this Agreement, whether in writing (physically or electronically) or orally, and which is designated as proprietary or confidential or which, under the circumstances, should reasonably be considered confidential;
	6. “Content” means content that are made available in connection with the Services, including but not limited to APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology.
	7. “Data Controller” means the natural or legal person, public authority, agency, or other body which, alone or **jointly** with others, determines the **purposes** and **means** of the processing of personal data. For example; *A Mobile Operator decides what information is collected from a user for the provision of service (address, name, age etc.). An Enterprise Business, such as a bank, decides what information is collected for banking services for a customer.*
	8. “Data Processor” means a natural or legal person, public authority, agency, or other body which processes personal data **on behalf** of the Data Controller. For example; *A Developer, who is creating an app or new workflow on behalf of an Enterprise Business, and operates under instruction, only collecting information that it has been requested to by the Enterprise Business.Data Processors do not decide* ***which*** *personal data is required to be collected for Open Gateway services or how this data will be processed, and are not permitted to make decisions around why / how this is processed (other than serving their own legal obligations).*
	9. “Developer” A collective term that encompasses API customers commonly referred to as independent software vendors, carriers, aggregators, system integrators, and developers in large corporates (NB: non-exhaustive).
	10. “End User” means any individual or entity that directly or indirectly through Party B (a) accesses or uses the Content, or (b) otherwise accesses or uses the Service Offerings.
	11. “Operator” A network service provider using any standardised technology providing both telco capabilities exposed through CAMARA standardised APIs to Developers and Aggregators, and network access to End users as subscribers. ​
	12. “Intellectual Property Rights” (a) patents, utility models and rights in inventions; (b) rights in each of: know-how and trade secrets; (c) trade marks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), (d) copyright, moral rights, database rights, rights in designs, and semiconductor topography rights; (e) any other intellectual property rights; and (f) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (e) above, in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including, for any of them, all applications, rights to apply and rights to claim priority) and (iii) including, in respect of any of them, all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals.
	13. “Service” means each of the services within Annex C made available by Party A to Party B, including those web services described in the Service Terms and Conditions.
	14. “Service Level Agreement” means all service level agreements that Party A offers with respect to the Services and updated from time to time.
	15. “Service Offerings” means the Services (including associated APIs), Party A’s Content, and any other product or service provided under this Agreement.
	16. “Service Terms and Conditions” means the rights and restrictions for particular Services and as may be updated by Party A from time to time within Annex C.
	17. “Taxes” means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.
	18. “Term” means the period during which this Agreement is in force pursuant to clause 11 until it expires or is terminated in accordance with clause 11.
	19. “Termination Date” means the effective date of termination provided in a notice from one Party to the other in accordance with clause 11.
	20. “Third-Party Content” means Content made available by any third party in conjunction with the Services.
3. Interpretations
	1. In this Agreement, unless the context otherwise requires:
		1. reference to recitals, Sections or Annexes are the reference to recitals, Sections or Annexes of this Agreement;
		2. reference to this Agreement includes the Annexes to this Agreement;
		3. headings are for convenience only and do not affect the interpretation of this Agreement and shall be ignored in construing this Agreement;
		4. reference to any agreement or document (including but not limited to this Agreement) includes a reference to such agreement or document as from time to time modified or varied in any manner or respect whatsoever and any other instruments or documents from time to time issued or executed supplemental thereto or in substitution thereof whether before or after the date of this Agreement;
		5. reference to “law”, “laws” or to any law, statute, regulation, proclamation, ordinance, order, decree or guidelines includes a reference to the “law”, “laws”, law, statute, regulation, proclamation, ordinance, order, decree or guidelines as may from time to time be amended, modified, varied, consolidated, repealed or extended whether before or after the date of this Agreement and must include all by-laws, instruments, orders, rules and regulations made thereunder;
		6. a reference to a Party in a document includes that Party's successors, personal representatives and permitted assigns;
		7. a day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian calendar;
		8. any reference to “writing” includes a reference to electronic mail, facsimile transmission or comparable means of communications;
		9. any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement must be in writing;
		10. wordings denoting natural persons include bodies corporate and unincorporated;
		11. words defined or used herein in the singular shall include the plural and vice versa;
		12. Words denoting a gender include every gender.
	2. A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.
4. Use of the Service
	1. Subject to the terms of this Agreement, Party A shall provide Service Offerings (as set out in Annex B & Annex C) to Party B, whereby Party B shall be entitled to use or utilize it solely for its own benefit or the End User, in accordance with the provisions under this Agreement.
	2. The Parties agree to cooperate on a mutually non-exclusive basis in providing the Services.
	3. The Service shall be used in accordance with any Service Level Agreements and Service Terms and Conditions and Conditions applied to the Service Offering along with any laws applicable to the Service Offering permitted by laws.
	4. The Parties agree that the implementation of the Service Offerings, including those that would be provided to the End User, shall be carried out on a date as agreed in writing by the Parties within the relevant Annex C.
	5. Unless appropriately licensed under this Agreement or by any third-party agreement evidenced hereunder, Third-Party Content is not governed by this Agreement
	6. Party B shall not and shall procure that: any End User(s) will not:
		1. use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement.
		2. reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services;
		3. access or use the Services in a way intended to avoid incurring fees;
5. Changes to the Service
	1. Party A reserves the right to change or discontinue any of the Services from time to time
		1. providing at least X number of calendar days prior notice in case of:
			1. discontinuation of material functionality of a Service, or
			2. materially altering a customer-facing API,
	2. Party A may monitor, control and restrict the use of Part B’s APIs for technical reasons under this Agreement.
6. Security and Data Privacy.
	1. Party B’s Content will not be accessed, disclosed or used by Party A except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental, regulatory or judicial body.
	2. Each Party shall comply with any applicable data protection laws and regulation of telecommunications services (including telecom secrecy and lawful interception). In that case, each Party shall inform the other of any governmental, statutory or legal demands or requests as soon as reasonably permissible by law.
	3. In case Party B has access to Party A´s systems and/or is processing information owned by Party A, Party B shall comply, at all times, with such security measures in Annex D Data Privacy.
7. Responsibilities
	1. Party B will ensure that Party A’s Content and End Users’ use of Party A’s Content or the Service Offerings will not violate any applicable law. Party B is solely responsible for the development, operation, maintenance, and use of Party A’s Content and for securing the Intellectual Property Rights therein for the lawful use of such content
	2. Party B is responsible for configuration and use of the Service Offerings and taking appropriate action to secure, protect and backup accounts and Party A’s Content in a manner that will provide appropriate security and protection.
	3. Log-in credentials and private keys generated by the Services are for Party B’s internal use only and will not be sold, transferred or sublicensed to any other entity or person, except disclosure of private keys to agents and subcontractors performing work on Party B’s behalf, with prior written notice by Party A. Furthermore, Party B will be responsible for the custody, protection and secure transmission of the cryptographic keys granted by Party A to Party B for the provision of the Service to the End Users and for granting access to the End User to the Service Offerings.
	4. Party B is responsible for End Users’ use of Party A’s Content and the Service Offerings. Party B will ensure that the terms of any agreement with End Users are consistent with this Agreement. Any violation of Party B’s obligations under this Agreement caused by an End User, will result in immediate suspension of access to Party A’s Content and the Service Offerings by such End User.
8. Fees and Payment.
	1. Payment of Fees is set out in the relevant API Annex.
	2. Party B will be responsible for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party with respect to the transactions and payments under this Agreement.
9. Suspension of Service
	1. Party A reserves the right to suspend one or more of the Service Offerings immediately upon notice to Party B where it is determined:
		1. There is a third-party intellectual property claim against Party A, in relation to any Services or Service Offerings or any other rights or obligations under this Agreement
		2. suspension is required in order for Party A to comply with any governmental, statutory or judicial requirements or obligations;
		3. Party B or an End User’s use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact Party A’s systems, the Service Offerings or the systems or Party A’s Content of any other of Party A’s customers, (iii) could subject Party A, Party A’s Affiliates, or any third party to liability, or (iv) could be fraudulent;
		4. Party B, or any End User is in breach of this Agreement;
		5. Party B is in breach of payment obligations under clause 9;
		6. Party B has ceased to operate or has become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
	2. Suspension will remove the right to access or use any portion or all of the Service Offerings. Party B will remain responsible for all fees and charges incurred during the period of suspension.
10. Term & Termination
	1. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section. Any notice of termination of this Agreement by either Party to the other must include a Termination Date that complies with the notice periods in clause 11.2.
	2. Either Party may terminate this Agreement or any Service provided herein for any reason by providing [X] calendar days/months’ advance notice.
	3. Reason for Termination
		1. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement and the material breach remains unsolved for a period of 30 calendar days from receipt of notice by the other Party.
		2. Party A, may terminate this Agreement with immediate effect by giving written notice
			1. in case of non-payment for any Services by Party B.
			2. if the relationship with a third-party partner who provides the software or other technology in support of the Service Offerings expires, terminates or requires changes, or
			3. in order to comply with the law or requests of governmental entities
			4. subject to a XX review period, if Party B declines to accept any new Service Terms and Conditions or version of such Service Terms and Conditions

(v) upon the issuance of new applicable laws that makes performance of this Agreement a violation of such applicable laws.

* + 1. if the other Party B’s license is cancelled or revoked by the relevant authorities so that such Party B is unable to conduct its business.
		2. if the Party B is unable to pay its debts or become insolvent or anything analogous to the foregoing occurs in any applicable jurisdiction.
	1. Effect of Termination
		1. Upon the Termination Date:

(i) all Party B rights under this Agreement immediately terminate;

(ii) all fees and charges incurred through to the Termination Date are payable;

(ii) Party B will immediately return all Party A’s Content; and will immediately return or upon the request of Party A, destroy and certify in writing to Party A the destruction of, Party A’s Confidential Information;

* 1. All Clauses shall survive the termination or expiry of the Agreement which by their very nature are deemed to survive the termination or expiry of the Agreement:
	2. Except as expressly provided otherwise in the Agreement, termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
1. Intellectual Property Rights
	1. Except as provided in this Section 12, Party A obtains no rights to Party B’s Content. Party B consents to Party A’s use of Party B’s Content to provide the Service Offerings.
	2. Party B represent and warrant that Party B or Party B’s licensors own all right, title, and interest in Party B’s Content.
	3. The Parties do not contemplate that there will be any joint development of intellectual property under this Agreement. The Parties shall not engage in such joint development except insofar as they may agree otherwise in a separate written agreement.
	4. All Intellectual Property Rights existing as of the Effective Date and made available as a part of this Agreement or otherwise generated by or any Party in connection with this Agreement shall remain the property of the Party or its licensors owning or originating such Intellectual Property Rights.
	5. From the Effective Date, both Parties shall maintain the appropriate licenses with third parties of any kind and not limited to Intellectual Property Rights as necessary to be able to receive the Services;
	6. Party B hereby grants, to Party A a non-exclusive, non-transferable, licence to access and use any Party B materials and Intellectual Property Rights therein necessary for providing the Services in accordance with this Agreement.
	7. Subject to Clause 13, either Party shall indemnify the other Party in respect of all losses in association with any third-party claims as a result of a breach under Clause 12.5. that are:
		1. awarded against the other Party in a final, court judgment (or in a judgment where payment of the Losses cannot be suspended pending final judgment or appeal); and
		2. legal fees that are reasonably incurred by the other Party;
2. Disclaimers
	1. Except as expressly provided in this agreement, but subject to applicable laws, Party A and their Affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, or otherwise regarding the Service Offerings or the third-party Content, and (b) disclaim all warranties, including any implied or express warranties.
3. Limitations of Liability
	1. Save in the case of Clause 14.3 and subject to applicable laws, neither Party is liable for:
		1. any indirect, incidental, special or consequential damages; or
		2. any lost profits, anticipated or lost revenue, loss of data, loss of use of any information system, failure to realize expected savings or any other commercial or economic loss,

arising out of or in connection with this agreement or the provision of the Services, i.e., including whether arising in negligence, tort, statute, equity, contract, or any other cause of action or legal theory even if such Party has been advised of the possibility of those damages.

* 1. Save in the case of Clause 14.3 and subject to applicable laws, the aggregate liability of either Party (and its Affiliated companies) related to this agreement and the Services, for any cause whatsoever, including damages arising from an indemnity or breach of this agreement (including a material breach or otherwise), negligence, any act or omission by the Parties or its representatives or under any other theory of law will be limited to and shall not exceed [Amount] [Currency] in respect of any one incident or series of incidents arising from the same cause.
	2. Limitation of liability shall not apply if damage or loss is:
		1. caused by a Party's wilful misconduct (including fraud) or gross negligence; and/or
		2. arising out of any breach, of Clause 18.4  and Clause 8 - Security and Data Privacy.
	3. Subject to Clause 14.2 to 14.3, a Party (the “indemnifying party”) will defend, indemnify and hold harmless the other Party (the “indemnified party”) for all  damages  resulting from a final court judgement or settlement and (ii) costs and expenses reasonably incurred in connection with the defence or settlement, pursuant to any third-party claim, allegation, demand, judicial action, or similar proceeding (each, a “Third-Party Claim”), to the extent the Third Party Claim  arise out of or relates to any breach (or any allegation by a third party that, if true, would constitute a breach) of any representation or warranty made by or any covenant or obligation in this Agreement (“Indemnified Claim”) and provided that the indemnified party:
		1. notifies the indemnifying party in writing of such suit or claim within an appropriate period of time not exceeding twenty (20) calendar days after the indemnified party receives notice of such Indemnified Claim;
		2. gives the indemnifying party sole authority to defend or settle the Indemnified Claim`; the indemnifying party shall consult with the indemnified party in the process of such defense or settlement;
		3. gives the indemnifying party all reasonably required non-confidential information in the indemnified party 's control concerning the Indemnified Claim, including but not limited to access to the indemnified party’s personnel, or any counter-claim; and
		4. fully cooperates and assists the indemnifying party, at the indemnifying party's expense, in the defense of the Indemnified Claim.
1. Force Majeure
	1. Party A and their Affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
2. Choice of Law
	1. This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with Swiss laws without, subject to Clauses 15.4 and 15.5, giving effect to any choice or conflict of law provision or rule (whether Switzerland (or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Switzerland.
3. Disputes
	1. The Parties shall work in good faith to try to resolve the dispute within thirty (30) calendar days from the date that a Party first gives notice that a dispute has occurred.
	2. If no resolution is found by mutual consent, either Party may commence the arbitration proceedings
	3. All arbitrations subject to 17.2 shall be conducted under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.
	4. In case of Clause 17.3;
		1. both Parties agree that the decision of the arbitrator shall be treated as confidential by both Party and.
		2. The place of arbitration shall be Zurich, Switzerland and the proceedings shall be conducted in the English language and.
		3. The award shall be final and binding and the Parties hereby waive all means of recourse to the courts of any country except for the purpose of enforcement procedures.
4. Miscellaneous
	1. Party B will not assign or otherwise transfer this Agreement or any of the rights and obligations under this Agreement, without Party A’s prior written consent. Party A may assign this Agreement without Party B’s consent (a) in connection with a merger, acquisition or sale of all or substantially all of Party A’s assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, Party A is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns.
	2. In connection with this Agreement, each Party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws.
	3. All communications and notices made or given pursuant to this Agreement will be in the English language.
	4. Party B may use Party A’s Confidential Information only in connection with Party B’s use of the Service Offerings as permitted under this Agreement. Party B will not disclose Party A’s Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Party B will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Party A’s Confidential Information, including, at a minimum, those measures taken to protect Party B’s own confidential information. Party B will not issue any press release or make any other public communication with respect to this Agreement or Party B’s use of the Service Offerings.
	5. All notices information and communications required under this Agreement shall be given in writing.
	6. The failure by Party A to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit Party A’s right to enforce such provision at a later time. All waivers by Party A must be in writing to be effective.
	7. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. In case of a Party executes this Agreement by electronic signature, such electronic signature shall be deemed as original signatures of the relevant Party.

Place ...................................... Place ......................................

Date ...................................... Date ......................................

.............................................. ..............................................
For <Party A> For <Party B>

1. Contacts

|  |  |
| --- | --- |
|  Party A | Party B |
| Agreement Management |
| Name |  | Name |  |
| Role |  | Role |  |
| email |  | email |  |
| Ph |  | Ph |  |
|  |  |  |  |
| Product Management |
| Name |  | Name |  |
| Role |  | Role |  |
| email |  | email |  |
| Ph |  | Ph |  |
|  |  |  |  |
| Invoicing & Settlement |
| Name |  | Name |  |
| Role |  | Role |  |
| email |  | email |  |
| Ph |  | Ph |  |
|  |  |  |  |
| Technical/SLA |
| Name |  | Name |  |
| Role |  | Role |  |
| email |  | email |  |
| Ph |  | Ph |  |
|  |  |  |  |
| Privacy |
| Name |   | Name |  |
| Role |   | Role |  |
| email |   | email |  |
| Ph |   | Ph |  |
|  |  |  |  |
| DPO |
| Name |   | Name |  |
| Role |   | Role |  |
| email |   | email |  |
| Ph |   | Ph |  |
|  |  |  |  |
| Other |
| Name |  | Name |  |
| Role |  | Role |  |
| email |  | email |  |
| Ph |  | Ph |  |
|  |  |  |  |

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**............................................. ..............................................
For <Party A> For <Party B>**

1. Service Levels Agreements
	1. Service Levels for Incident Management

The Parties shall co-operate for the Incident Management as described in the following:

For the purpose of this SLA, Incident Management shall mean the restoration of unexpectedly degraded or disrupted services as quickly as possible. The incidents shall be prioritized in accordance with the nature of the specific service they impact.

Incident prioritization shall provide an indication of the importance of an Incident and determine the applicable resolution time. As an incident is initiated it is assessed on its impact to the End User and the business. The prioritization determines the resolution targets of the Incident and is defined in the table below. The Parties need to bilaterally agree on the committed values in this agreement.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Incident Priority | Customer Impact | Max. time for Restoration Target time to restore service, either a workaround or non-permanent fix. | Service Hours | Initial Feedback Time, time before first response from Operatorfollowing incident notification | Update IntervalTime | Target time to implement permanent fix to the problem |
| P1 Critical | Complete loss of serviceThere is a direct impact meaning that the use of one or more of the services is not possible.The endpoints for the APIs are not availableThe credentials are not accepted by the APIsAn incident which prevents Aggregator accessing any information from the Service |  |  |  |  |  |
| P2 Major | Significant service degradation There is a massive impact on service quality network-wide or in parts of the network Service may be available but at an unacceptably low level, for example sporadically.More than 75% of the sessions fail to be stablishedMore than 75% of the ed prematurelyAn incident that may affect the accuracy of some data. |  |  |  |  |  |
| P3 Important/Minor | Significant Partial Service Degradation or entire outage of service for a VIP End User or for all End Users.All main areas of the Service are operational, but a minor fault has occurred. The business impact is low; there is low financial impact and the incident would not be recognized by the End User |  |  |  |  |  |
| P4 Slight | Information: Request for information or advice on operation. Priority Level 4 problems are worked into the development schedule only as time and resources allow. |  |  |  |  |  |
| General Inquiries | Support case without End User impact |  |  |  |  |  |

Both Parties shall provide a Single Point of Contact (SPOC) within their operations organization. This SPOC shall be accessible as first contact for changes in contact lists, support in setting up conference calls etc., or in case the responsible contact as set forth in this SLA does not respond in due time. The respective SPOCs are described in Annex A, **“Single Point of Contact (SPOC)”**

The Parties agree that some cases may require an escalation to line management of the other Party’s operations organization in case of an extensive Incident Resolving or in case of customer complaints regarding serious service delivery issues. The management escalation process shall provide a proper management and co-ordination of the interventions and shall ultimately ensure that the required activities are undertaken to solve the Incident. Contact details for the management escalation process are laid down in Annex A.

* 1. Planned Maintenance

|  |  |
| --- | --- |
| Maintenance Type | Notification Goal |
| Emergency Maintenance | As much notice as possible if potential Aggregator impact |
| Planned Maintenance | 72 hours notification if potential Aggregator impact |

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

1. API
	1. Mobile Quality on Demand Service

The API allows Party B to request stable latency (reduced jitter) or throughput for specified application data flows between application clients and application servers. Party B chooses from a predefined set of Quality of Service Profiles (i.e. stable latency or different levels of throughput). The API response confirms whether the network can fulfill the request.

The involved APIs to support the Mobile Quality on Demand (QoD) Service are as follows:

* Mobile QoD API
* Network Information API
* Network Capacity API
	+ 1. Service Period

This Service shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

The Service sets a specific network configuration only for the traffic of the specific application for example, a videoconference service running on a smartphone. The Service:

* Will identify, isolate and apply the specific network configuration only to the traffic of the application of interest
* Will set the duration of the session when the specific network configuration must be applied
* Will guarantee that the traffic that is sent by or addressed to the application of interest will have the characteristics of the specific QoS policy set to the session.

The Service includes the activate and deactivate the QoD enhancements to control when and how long the QoD session will take place.

Advanced and optional features:

* Discovery of the available network capabilities, so the status of the network can be determined before the activation of the QoD enhancements
* Measurement of the network performance that the End User is obtaining so network conditions can be measured before and after the QoD enhancements are activated

 **C.1.3** **Technical Implementation**

The technical implementation of the API will follow the CAMARA Standard.

**C.1.4 Service Levels**

Specific Service Levels required to support the Mobile Quality on Demand Service are as follows [*to be completed by the parties*]

|  |  |  |  |
| --- | --- | --- | --- |
| Capability |  KPI  | Target | Comments |
| Service availability | Service hours | 24x7x365 | The hours when the service is expected to be available and usable, excluding the planned outages |
| Latency | API Calls | <100 ms | The time from when an API request is received to when a response is sent back |
|  |
| Throughput | Max API Calls per second | 10 TPS | In the event the permitted Throughput is exceeded, Operator shall not be obliged to meet any Service Levels outlined, and any further access to API Calls may be suspended. |
|  |  |

C.1.5 Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

C.1.6 Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

C.1.7 Privacy Requirements and considerations

[*to be completed by the parties*]

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

C.1.8 Marketing Requirements

[*to be completed by the parties*]

C.1.9 Regulatory Requirements

[*to be completed by the parties*]

C.1.10 Other Requirements

**Developer Information**

This form is to be used when Party B is seeking permission from Party A to enable a specific Party B to obtain the Service.

**Developer Information: Company Profile**

|  |  |
| --- | --- |
| Developer’s Legal Name |  |
| Address |  |
| Company Description |  |
| URL  |  |

**Mobile ID Service(s)**

|  |  |
| --- | --- |
| Service Usage |  |
| Party A Usage Scenario(s) |  |
| Anticipated Launch Date |  |
| Anticipated Volume per Month per Service |  |
| Pricing Model (fees to Party A) |  |

**User Flow**

The Party B shall provide sufficient detail below to describe the user flow associated with the specific use case under this Service so that the use, transmission and application of Party A data can be determined and understood by both parties in a consistent manner. The user flow should describe the interfaces, steps and locations of the process as it relates to the use of Party A data.

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. API SIM Swap

The API checks the last time that the SIM card associated with a mobile number (MSISDN) has changed. The response may be a timestamp or a yes/no for a defined period (e.g. last 24h).

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

Fraud prevention in banking: a bank may query the API when a transaction appears suspicious. The SIM swap information feeds into the bank risk decision engine and security measures are applied accordingly by the bank.

Fraud prevention for password reset (various sectors): password reset is often protected via a mobile verification e.g. SMS One Time Password. The online service provider may query the API to secure the mobile verification. A recent SIM swap may indicate a risk of account takeover fraud and the service provider can adapt the security measures accordingly.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

* + 1. Service Levels

SIM Swap SPI availability percentage will be calculated as the average of the time when the Service was available to be used by Party B during the month as follows:



Where:

A is the number of hours in reporting period

B is the number of hours without service due to schedule maintenance

C is the number of hours without service due to Critical & Major faults

n is the number of reporting periods

The target for this KPI shall be 99.9% overall on a yearly basis. Exact definition of this KPI at destination level and its associated KPI target will be agreed between the Parties

* + 1. Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

* + 1. Privacy Technical Requirement

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

* + 1. Marketing Requirements
		2. Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. API Device Status

The API checks connectivity status for a user equipment. In its current version, the API only checks the roaming status of a device. The response confirms whether the device is roaming and the country it is in.

The Service provides the capability to Developers to get insights into the status of different device attributes of End Users. These parameters are based on the current situation of the End User in the network.

This Service gives insights into End Users connectivity attributes that are part of generic subscriptions. This type of generic subscriptions are the most frequent ones sold by the Operator in B2C or B2B markets. The generic subscriptions must have been previously contracted by the End User to the Operator, while this Service is defined to give insights into current attributes of the subscription.

The Service gives insights into specific attributes which are of Developer interest.

**The Service includes the following features:**

- Current information about Roaming Status. Developers can ask for the current Roaming Status of a End User. The Service will give then insights into the current Roaming Status.

**Advanced and optional service features:**

Current information about Connectivity Status. Developers can ask for the current Connectivity Status of a End User. The Service will give then insights if a device is having an active PDU session.

Detailed information about the Roaming status. The Service is providing, additional information to the Developers about the End User roaming status. This information can contain Country-Code, Country-Name or Carrier-Code insights.

Service Subscription. Developers can request for a defined time frame push messages from the Service. This means that the Service is always sending messages to the Developers whenever there is a change to a subscript feature (e.g. roaming) for a defined End User.

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

IoT devices connectivity monitoring throughout device lifecycle (e.g. activation, configuration, remote operations, software updates, troubleshooting): monitoring the connectivity of an IoT device is key at every stage of the device lifecycle. The API can be used to identify if a device is connected to the network.

Roaming information use case examples: to be identified

IoT devices roaming information could be used to manage connectivity costs, if the visited network information is available

Fraud prevention (banking, payments): a bank may query the API upon detecting a cash withdrawal or credit card use attempt from an unexpected country. The roaming information feeds into the bank risk decision engine and security measures are applied accordingly by the bank

The connectivity service supplied after invoking the Service will be charged by the Operator to the Developer through the Aggregator; The Aggregator must inform the Operator with the information contained in the Attachment 1, about the Developer that will consume the service.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

* + 1. Service Levels

Specific Service Levels required to support this API are as follows [*to be completed by the parties*]

The Service is delivered with the following Service Levels.

|  |  |  |  |
| --- | --- | --- | --- |
| Capability | KPI | Target | Comments |
| Service Quality | Service Hours | 24 x 7 x 365 | The hours that Aggregator can expect the service to be available and usable, excluding planned outages |
|  | Support Hours | 24 x 7 x 365 | The hours that Aggregator can expect the service to be actively worked on in the event of failure for Critical and Major incidents |
|  | Calendar days andhours  | The hours that Aggregator can expect theservice to be actively worked on in the event ofMinor or Slight Incident |
|  | ServiceAvailability(excludingplannedoutages) | x% per annum | Operator will use commercially reasonableefforts to maintain a performance at or abovethe Service Availability Target.Measured as the percentage of time in a year inwhich the service is available to theAggregators. It will be calculated using thefollowing formula:where: %Availability is the service availabilityT\_period is the period of measure in minutes. |
|  | ServiceMonitoring | Automated e2emonitoring of theservice in place |  |
|  | MaximumService LevelFailure | Incidents can beraised at Criticallevel | Escalation contacts and routes to be providedduring on-boarding process |
|  | ReferenceEnvironment | A referenceenvironment will bemaintained |  |
| Latency | API Calls | <x ms | The time from when an API request is receivedat the Operator system to when a responseis sent from the Operator system |
| Throughput | Max API Callsper se cond | xTPS | In the event the permitted Throughput isexceeded, Operator shall not be obliged tomeet any Service Levels outlined, and anyfurther access to API Calls may be suspended. |

* + 1. Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than [X calendar days from date of invoice].

Within 7 calendar days from the beginning of each month the OPERATOR shall invoice the AGGREGATOR for all the charges made by its DEVELOPERS for the prior calendar month.

AGGREGATOR shall pay such invoice within 30 calendar days of its receipt of such invoice.

* + 1. Privacy Technical Requirement

The Aggregator needs to make sure that End User have given their consent for sharing data on their device status with the aggregator . This can be done over a consent solution from the Aggregator or a consent solution from the Operator.

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

* + 1. Marketing Requirements
		2. Other Requirements

Developer Information Form

All capitalised terms used but not otherwise defined in this Developer Information Form shall have the meanings given to them in this Agreement or the Framework Agreement

This form is to be used when Aggregator is seeking permission from Operator to enable a specific Developer to obtain the Service from Aggregator.

Developer Information: Company Profile

|  |  |
| --- | --- |
| Developer’s Legal Name |  |
| Address |  |
| Company Description |  |
| URL |  |

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. API Number Verify

The API enables the seamless authentication of the mobile device by the mobile network. Party B requests a check of the phone number of the device being used to access its service. The API either confirms the comparison result (i.e. whether the user is using a device with the same mobile phone number as is declared), or returns the phone number.

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

App onboarding (banking app, social media, ride share, mobile wallet, …): SMS One Time Password is widely used to prove that the user is in possession of the mobile device associated with the mobile number used for registration. However, it adds friction to the user journey. The application can instead request a seamless authentication of the mobile device via the API.

App login: in place of username/password, the application can request seamless authentication of the mobile device.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

* + 1. Service Levels

The service is a key critical capability for authentication and authorization, therefore, the following should be considered:

1. Platform availability: Requirement that uptime is 99.99% and that sufficient prior notice is given to API Consumers for maintenance/downtime which impact the customer.
2. Latency: Roundtrip <= 3 seconds
3. Data accuracy: 100%
	* 1. Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

* + 1. Privacy Technical Requirement

In order to protect the MSISDN of the consumer, the MSISDN should be encrypted when in transit.

|  |  |
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| Party B Address of the processing by the Data Processor |  Click here |
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| Category of data subjects |   |
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| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

* + 1. Marketing Requirements
		2. Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. API Simple Edge Discovery

The API allows an application to discover the nearest Edge-Cloud node for a device to connect to (may be telco edge cloud or hyperscaler edge cloud, whichever is required).

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

The Simple Edge Discover API can be used for all edge cloud use cases including but not limited to automotive, mixed/augmented reality, high resolution video streaming, cloud gaming, remote control of moving objects or vehicles. For an application deployed in telco edge cloud or hyperscaler edge cloud, the device needs to be informed of the Edge-Cloud node to access. The application queries the API and is informed of the nearest Edge-Cloud node to connect to.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

* + 1. Service Levels

Simple Edge Discovery performance considerations:

1. Accuracy of data provided

Accuracy of API Response data: 100%

1. Duration between request and response (per client API request) under load

Average Successful Response Time (ms): <250ms

1. Webservice/API availability a.k.a. Uptime or reliability of the service(s)

Aggregate Availability (excluding HTTP 400 Bad Request): 99.999%

API compatibility must remain 100% despite upgrades to schema alterations (request and/or response)

* + 1. Pricing Models

This API is made available at the following price [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

* + 1. Privacy Technical Requirement

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

* + 1. Marketing Requirements
		2. Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. One Time Password SMS

The API delivers a short-lived one-time password to a mobile phone number via SMS. The API then validates the code as input by the end-user into the service, in order to provide a proof of possession of the phone number.

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

Onboarding to digital service (banking, social media, gig economy, retail, …): SMS One Time Password is used to prove that the user is in possession of the mobile device associated with the mobile number used for onboarding. This increases confidence for future uses of the mobile number and reduces instances of fake accounts creation.

High-value transactions: in order to reduce payment fraud, the user may be asked to enter the OTP code sent to their registered mobile number.

Account management e.g. password reset: to protect against account takeover, sensitive account management actions can be protected by requesting a second factor authentication by the end-user.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

* + 1. Service Levels

Specific Service Levels required to support this API are as follows [*to be completed by the parties*]

* + 1. Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

* + 1. Privacy Technical Requirement

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
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* + 1. Marketing Requirements
		2. Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. API Carrier Billing – Check Out

The API allows an online merchant to enable the purchase of third-party digital goods and to request payment against the user’s Operator carrier billing system. The API enables several related operations to the purchase (triggering purchase and consulting information to follow up on fulfilment); and to the payment, in one step by requesting carrier billing payment or with additional steps to prepare the payment before confirming or cancelling it. The Operator takes care of the billing. Usually the payment amount is added to the user’s phone bill or deducted from their prepaid balance and funds are paid to the merchant by the Operator.

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

Mobile payments across media, gaming, mobile services, ticketing, Content, and other digital services: when reaching checkout online, the user gets the option to pay by mobile. If chosen, the merchant requests payment via the Carrier Billing API. The payment amount is added to the user’s phone bill or deducted from their prepaid balance. The settlement from the Operator to the merchant takes place to cover all users’ payments over a defined period.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard .

* + 1. Service Levels

Specific Service Levels required to support this API are as follows [*to be completed by the parties*]

* + 1. Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

* + 1. Privacy Technical Requirement

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

* + 1. Marketing Requirements
		2. Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

* 1. API Device Location

The API allows an application to check if a mobile device is in proximity of a given location. The API request contains the location to be checked and an accuracy range in km (between 2km and 200km).

The API request contains the location to be checked and The API response indicates whether the location is within the accuracy range of the last known location of the MSISDN.

* + 1. Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

* + 1. Product Purpose and Terms of Use

Fraud prevention (banking, payments): a bank may query the API upon detecting a cash withdrawal or credit card use attempt from an unexpected location. The location verification feeds into the bank risk decision engine and security measures are applied accordingly by the bank.

Traffic management of drones: the Uncrewed Aircraft System Traffic Management or the drone operator can obtain drone location information from its GPS data, however this is vulnerable to jamming or spoofing. They can query the API to verify the drone location, e.g. for law enforcement purposes or to check compliance with approved flight plan.

Retail marketing: a retailer Edge Application may query the API to verify that a user is close enough to a physical location before pushing a notification to them.

Protection of assets e.g. logistics, indoors factory tools (depending on available accuracy): the fleet manager can check if assets are in their expected location.

* + 1. Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

* + 1. Service Levels

Specific Service Levels required to support this API are as follows [*to be completed by the parties*]

* + 1. Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

* + 1. Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

* + 1. Privacy Technical Requirement

As location is deemed personal information **[Party A]** is required to incorporate implicit consent within their contractual obligations with the End User.

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

* + 1. Marketing Requirements
		2. Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

C.9 API KYC Match

This API provides the ability to compare the information the Service Provider (SP) has for a particular mobile phone user with that on file and verified by the mobile phone user's Operator in their own KYC records. This enables the SP to confirm the accuracy of the information and provide a specific service to the mobile phone user.

C.9.1 Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

C.9.2 Product Purpose and Terms of Use

This API allows API clients to verify the matching of a number of attributes related to a customer identity against the account data bound to their phone number. The API is intended to be used in the following scenarios, for example:

* To verify the user personal data during the digital registration of an account to a 3rd party service.
* To prevent fraud, wrong or imprecise information, and/or facilitate the onboarding of a mobile phone user to a 3rd party service.

C.9.3 Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

C.9.4 Service Levels

Specific Service Levels required to support this API are as follows [*to be completed by the parties*]

|  |  |  |  |
| --- | --- | --- | --- |
| Capability |  KPI  | Target | Comments |
| Service availability | Service hours | 24x7x365 | The hours when the service is expected to be available and usable, excluding the planned outages |
| Latency | API Calls | <500 ms | The time from when an API request is received to when a response is sent back |
|  |
| Capacity | Max API Calls per second | 10 TPS | If the maximum number of requests is exceeded, there will be no response. However, the error will be notified to the operation monitor. |
|  |  |
|  |  |  |  |

C.9.5 Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

C.9.6 Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

C.9.7 Privacy Technical Requirement

As location is deemed personal information **[Party A]** is required to incorporate implicit consent within their contractual obligations with the End User.

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

C.9.8 Marketing Requirements

C.9.9 Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

C.10 API KYC Fill-In

This API provides the ability to request and receive the information for a particular user, which is on file and verified by the user's Operator in their own KYC records. This enables the Service Provider (SP) to confirm the accuracy of the information and provide a specific service to the user.

C.10.1 Service Period

This Agreement shall remain in force for a period of [12] months (the “Initial Term”) from [ Date] (the “Service Period Effective Date”). Upon expiration of the Initial Term, this Agreement shall automatically renew for [12] months periods until terminated by a party by giving not less than thirty (30) calendar days’ prior written notice to the other party.

Termination of this API Annex shall not terminate or otherwise affect the rights and the obligations of the Parties under the Main Body of this Agreement.

C.10.2 Product Purpose and Terms of Use

This API allows API clients to request the API provider / MNO to provide information related to a mobile phone user, derived from the account data bound to their phone number. The API is intended to be used in the following scenario, for example:

* To fill-in the user personal data during the digital registration of an account to a 3rd party service.

C.10.3 Technical Implementation

The technical implementation of the API will follow the CAMARA Standard.

C.10.4 Service Levels

Specific Service Levels required to support this API are as follows [*to be completed by the parties*]

|  |  |  |  |
| --- | --- | --- | --- |
| Capability |  KPI  | Target | Comments |
| Service availability | Service hours | 24x7x365 | The hours when the service is expected to be available and usable, excluding the planned outages |
| Latency | API Calls | <500 ms | The time from when an API request is received to when a response is sent back |
|  |
| Capacity | Max API Calls per second | 10 TPS | If the maximum number of requests is exceeded, there will be no response. However, the error will be notified to the operation monitor. |
|  |  |
|  |  |  |  |

C.10.5 Pricing Models

This API is made available with the following charges… [*to be completed by the parties*]

C.10.6 Payment Terms

Party A will invoice Party B for the use of the API *[monthly/quarterly/yearly].*

Party B will make payment no later than *[X calendar days from date of invoice].*

C.10.7 Privacy Technical Requirement

As location is deemed personal information **[Party A]** is required to incorporate implicit consent within their contractual obligations with the End User.

|  |  |
| --- | --- |
| Party B Address of the processing by the Data Processor |  Click here |
| Purposes of the processing for the provision of services  |  |
| Categories of personal data  |   |
| Category of data subjects |   |
| Locations where the Part B hosts the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Locations from which the Part B processed the data | ☐In the Territory ☐ Outside the Territory. Specify Click here  |
| Establish, as the case may be, processing deletion or limitation instructions |  |

C.10.8 Marketing Requirements

C.10.9 Other Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

1. Data Privacy Requirements

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

1. Party A Listing of Connected Operators per API

*To be completed where Party A has an East West Interworking Agreement in place and is providing connectivity to Party B on behalf of the Connected Operator*

In this list, the API services of each Connected Operator per API should be included. As a minimum the following information should be included:

Country, Network,

TADIG code,

Network Type,

API Supported

Services per API

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

1. Other

Place ...................................... Place ......................................

Date ...................................... Date ......................................

**.............................................. ..............................................
For <Party A> For <Party B>**

1. Document Management
	1. Document History

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Version | Date | Brief Description of Change | Approval Authority | Editor / Company |
| 1.0 | 21 September 2023 | New PRD WA.100 Open Service Template Agreement | WAS / TG  | Viktorija Radman, Infobip |
| 1.1 | 19 October 2023 | CR 1002 to WA.100 Necessity for ability to initiate dispute arbitration by one party  | WAS  | Viktorija Radman, Infobip |
| 1.1 | 10 November 2023 | Editorial update to section 14 to correct clause references and to 12.6 to spell out IPR as Intellectual Property Rights | N/A | Viktorija Radman, Infobip |
| 2.0 | 26 June 2024 | CR 1003 As new APIs are standardised within CAMARA they need adding to the Agreement Template | WAS | Viktorija Radman, Infobip |
| 2.1 | 5 February 2025 | CR 1004 Definition Processor & Controller | WAS eVote | Viktorija Radman, Infobip |

* 1. Other Information

|  |  |
| --- | --- |
| Type | Description |
| Document Owner | WAS - WAGREE |
| Editor / Company | Viktorija Radman, Infobip |

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Your comments or suggestions & questions are always welcome.