



关于型号分配码分配的 GSMA 条款及条件更新，2020 年 7 月 1 日有效

我们已更新关于型号分配码（TAC）分配的条款及条件，自 2020 年 7 月 1 日起生效。

这些更新如下：

- 更新年费限额和年度订阅费。
- 向订阅计划拥有者介绍新的预订 TAC 功能。
- 纠正之前条款中存在的错别字。

English:

Update to GSMA Terms and Conditions for TAC Allocation from 1 July 2020

We have updated our Terms and Conditions for TAC Allocation with effect from 1 July 2020. These updates:

- *Update the annual Fees for Annual Fee Cap and Subscriptions.*
- *Introduce our new Reserved TAC Feature for Subscription Plan holders.*
- *Correct earlier typos in our Terms.*

关于型号分配码分配的 GSMA 条款及条件

最新修改生效日期：2020 年 7 月 1 日

本条款及条件适用于贵方与 GSMA 关于 TAC 分配的协议。请在注册或申请由 GSMA 进行 TAC 分配前仔细阅读本条款及条件。本条款及条件载明了 TAC 分配如何运作、我们的协议如何更新或终止以及其他重要信息。

注册、使用或访问 TAC 服务即表示贵方同意根据第 14 条不时更新的本关于型号分配码分配的 GSMA 条款及条件。如果贵方认为本条款中有错误，请通过 imeihelpdesk@gsma.com 与 GSMA 联系。

简介：

- GSMA 是行业指定的全球十进制数字管理单位，负责协调将型号分配码分配给符合 3GPP 规范的移动设备生产商。
- GSMA 维护着所有真实 TAC 分配的官方中央数据库（GSMA IMEI 数据库）。
- GSMA 根据《GSMA 永久参考文件 TS.06 – IMEI 分配和批准流程》及《TS.30 IMEI 数据库申请表》分配 TAC。
- GSMA 聘请管理单位（亦称“报告机构”或“RB”）提供协助，代表 GSMA 分配 TAC。
- GSMA 按本协议所载的条款及条件提供 TAC，本协议自 2020 年 7 月 1 日起取代并替代关于 TAC 分配的 GSMA 条款及条件的先前版本。

贵方同意：

1. 定义

1.1 在本协议中，除上下文另有说明外：

本协议指关于 TAC 分配的 GSMA 条款及条件，包括所附的附件 1。

品牌指据以营销 ME 机型的公司商号。



生效日具有第 9.1 条所载的含义。

费用指附件 1 所载的相关 TAC 分配费用。

GSMA指 GSMA Ltd.，GSM 协会的子公司，办公地址位于 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, United States of America。

GSMA IMEI 数据库指 GSMA 维护的、包含 TAC/IMEI 号码和 ME 机型规格相关信息的 TAC/IMEI 数据库。

IMEI指国际移动设备标识码，即独一无二地识别所有 ME 设备的 15 位数号码。

知识产权指在世界任何地方存在的版权、数据库权利、专利、实用新型、技术诀窍、注册及未注册的外观设计权利、商标、保密信息、商业秘密及其他知识产权，在每一情况下无论注册或未注册，以及申请前述各项的任何权利。

ME指符合 3GPP 规范的任何移动通信设备。

ME 机型具有第 6.2 条所载的含义。

ME 所有人具有第 3.1 条所载的含义。

多模 ME指与 3GPP 和 3GPP2 网络均可连接的 ME 设备。

未决 TAC 申请指全部或部分填写但还未提交的 TAC 申请。

个人资料具有《通用资料保护法规》（（欧盟）法规 2016/679）第 4 条所载的含义。

RB指报告机构，即 imeidb.gsma.com 所列的、GSMA 正式指定为协助管理 TAC 分配的组织。

注册指本协议所载的、就 TAC 分配而言注册为 ME 所有人的流程。

注册政策指 GSMA 文件 TS.16、TS.17 和 TS.33，可在 imeidb.gsma.com 获取或通过 imeihelpdesk@gsma.com 要求获取。

订阅计划指通过每年预付费用订阅 TAC 分配，详见附件 1。

订阅年度具有附件 1 第 9 条所载的含义。

TAC指型号分配码，即 IMEI 号码的前八位数字，详见 3GPP TS 23.003 规范所载。

TAC 分配、分配的 TAC 或分配指如第 5.1(d)条所述，GSMA 及/或 RB 将一个特定的 TAC 与一个特定的 ME 机型相关联。

TAC 申请指贵方根据第 5 条所载的流程申请 TAC 分配。

TAC 额度指贵方在支付相关费用后，可获得 TAC 进行 TAC 申请。

TAC 财年就每一 ME 所有人而言，指(a)首次购买 TAC 额度之日；或(b)在已使用订阅计划的情况下，上一订阅计划到期/终止之日开始的 12 个月期间。后续 TAC 财年在相关事件的周年日开始和结束。

TAC 政策指 GSMA 不时更新的下述 GSMA 政策和永久参考文件：

- (i) TS.06（IMEI 分配和批准流程）；
- (ii) TS.30（IMEI 数据库申请表）；及
- (iii) GSMA 不时通过 imeidb.gsma.com 通知贵方的、有关 TAC 分配的任何其他 GSMA 政策、流程或永久参考文件。

现行 TAC 政策的副本可在 imeidb.gsma.com 获取或通过 imeihelpdesk@gsma.com 要求获取。



税款指应缴的与费用或本协议相关的任何税款、征税或关税。

期限指本协议的期限，见第 9.1 条所载。

贵方指作为本协议对手方的贵方，即 ME 所有人。

1.2 在本协议中，除上下文另有说明外：

- (a) 本协议主体部分定义的词语在整个协议中具有所规定的含义，包括背景；
- (b) 条款及其他标题仅为便于参考，不影响本协议的解释；
- (c) 不作出任何事项的任何义务包括不容许、允许或促使作出该等事项；
- (d) 凡提及任何一方均包括该方的承继人和获许受让人；
- (e) 凡提及“人”均包括任何个人、公司、法人、合伙企业、企业、合营企业、协会、信托、非法人团体、政府或其他监管机构、机关或实体，在每一情况下无论是否具有独立的法人资格；
- (f) 词语“包括”（或任何类似表达）视为后随“但不限于”；及
- (g) 凡提及任何文件（无论如何描述）均指不时经修改、更新、补充、变更或取代的任何形式的该等文件，无论纸质或电子形式。

2. TAC 分配要求概述

2.1. 为获得 TAC 分配，贵方首先必须：

- (a) 根据第 3、3.7 和 4 条注册为 ME 所有人；
- (b) 根据第 8 条和附件 1 全额支付相关费用；及
- (c) 根据第 5 条提交 TAC 申请。

2.2. 贵方的 RB 可能对注册或 TAC 分配流程设有额外的程序或要求，除本协议所载之外，该等程序或要求亦适用。无论贵方的 RB 是否有任何其他条款及条件、程序或要求，本协议载明的条款及条件均将适用。

3. ME 所有人和品牌要求

3.1. 贵方向 GSMA 陈述并保证，贵方是申请 TAC 分配的所有 ME 机型的“ME 所有人”。

3.2. “ME 所有人”指下述组织：

- (a) 以下述品牌出售 ME 设备：
 - (i) 该组织拥有的品牌；或
 - (ii) 为制造、经销、营销和销售 ME 机型而适当许可给该组织的品牌；及
- (b) 下述两种组织之一：
 - (i) 移动设备生产商，制造和营销 ME，以便以该品牌向消费者销售；或者
 - (ii) 将以该品牌制造、经销、营销或销售 ME 的活动予以外包的实体。

3.3. 对于联合品牌或多品牌 ME 机型，主品牌的持有人就该 ME 机型而言视为 ME 所有人，因此由其负责申请 TAC 分配。



- 3.4. 如果 ME 调制解调器或 IoT 设备内置于由其他组织销售的设备中，则该调制解调器或 IoT 设备的 ME 所有人应负责申请 TAC 分配，而非作为内置对象的设备的品牌所有人申请。
- 3.5. 如果贵方为了 ME 生产和销售而将贵方的品牌许可给第三方，该第三方必须独立注册为 ME 所有人以使用贵方的品牌提交 TAC 申请并分配 TAC。GSMA 可要求贵方确认已为此适当许可使用品牌。如果相关品牌许可到期或终止，贵方有责任通知 GSMA 并指示 GSMA 终止第三方使用贵方的品牌作出的 TAC 申请。贵方同意，GSMA 和 RB 对由于延迟或贵方未能及时作出指示而造成的任何损失或损害概不负责。
- 3.6. 如果贵方申请注册为品牌被许可人（作为第 3.2(a)(ii)条所载的 ME 所有人）：
 - (a) 贵方必须以贵方组织的名义完成注册；及
 - (b) GSMA 将单独向品牌所有人寻求确认，确认其同意向使用品牌所有人之品牌的贵方 ME 机型分配 TAC。
- 3.7. 如果贵方为了 ME 生产的目的是而将贵方的品牌出售给第三方，贵方同意在被要求时帮助 GSMA 核实关于品牌所有权变更的主张。

4. 注册要求

- 4.1. 贵方必须提供 GSMA 和 RB 要求的注册信息，通过 imeidb.gsma.com 或贵方的 RB（视情况而定）注册，并：
 - (a) 根据不时更新且可从 imeihelpdesk@gsma.com 索取的注册政策注册；及
 - (b) 提供 GSMA 及/或相关 RB 要求的任何额外信息和文件（包括品牌所有权或使用权证明）。
- 4.2. 贵方注册时，GSMA 将为贵方自动分配 RB。
- 4.3. GSMA 和 RB 可全权决定以任何原因拒绝注册申请或终止经批准的注册，包括但不限于以下情形：(i)如果不能令 GSMA 及/或贵方的 RB 满意地确认贵方符合资格标准（见第 3.1 条所载）；(ii)如果贵方无法提供关于企业身份和品牌所有权或使用权的确认；或(iii)如果法律或法规不允许。如果贵方有意就 RB 拒绝注册申请进行申诉，可通过 imeihelpdesk@gsma.com 向 GSMA 提出请求。
- 4.4. 收到 RB 或 GSMA 的注册确认后，贵方将取得可使贵方申请 TAC 的 GSMA IMEI 数据库账户登录信息。贵方必须：
 - (a) 对贵方的登录信息保密，且在任何情况下均不与任何第三方分享贵方的该等信息（GSMA 明确同意的除外）；及
 - (b) 确保 GSMA IMEI 数据库中贵方的账户详情相关的任何信息（包括所有联络信息）为最新、全面、准确、真实、完整、相关且没有误导性。

5. TAC 申请流程

- 5.1. 贵方完成注册后，TAC 申请和分配流程如下：
 - (a) 贵方必须根据附件 1，就贵方希望分配的 TAC 数量支付 TAC 额度的费用。
 - (b) 贵方可使用 GSMA 或贵方的 RB（视情况而定）提供的“IMEI TAC 申请表”提交 TAC 申请，以此申请 TAC。
 - (c) 贵方必须根据 TAC 申请表和 TAC 政策，就申请 TAC 分配的每一 ME 机型填写所需的信息。贵方的 RB 将向贵方告知与当地法规有关的任何额外要求。
 - (d) 一旦提交，贵方的 RB 会审核 TAC 申请，然后批准 TAC 申请，或者在提交完成 TAC 申请所需的进一步信息前搁置申请，或者在申请不符合 TAC 政策的情况下予以拒绝。



- (e) TAC 申请获批准后，会向 ME 机型分配 TAC。每一 TAC 分配使用一个 TAC 额度。
 - (f) 分配 TAC 时，GSMA IMEI 数据库会生成 TAC 证书。
 - (g) 一旦分配 TAC，不能再变更 ME 机型规格，在 GSMA 全权决定的有限范围内除外。
- 5.2. 一旦分配，贵方即可使用 TAC 为贵方的 ME 设备生成并使用 IMEI 号码，但须遵守本协议和 TAC 政策所载的要求。
- 5.3. 如果贵方当前拥有订阅计划，还可以使用附件 2 中所述的预订 TAC 功能。利用预订 TAC 功能，贵方可在 ME 设备中创建 IMEI，但须保密所有预订的 TAC，并且在完成上述分配流程后方可将那些设备投放到市场中。
- 5.4. 贵方承诺不：
- (a) 就贵方不是 ME 所有人的任何 ME 机型申请 TAC 分配；
 - (b) 从 GSMA 或 RB 之外的任何当事方处购买、取得、接收或使用 TAC；
 - (c) 向任何第三方转让、让与或让渡或为任何第三方的利益允许使用分配给贵方的任何 TAC；或
 - (d) 发行任何还未正确分配 TAC（包括任何预订的 TAC）的 ME 设备。

6. TAC 的使用

- 6.1. 贵方同意遵守 GSMA 根据第 14 条不时更新的 TAC 政策，且贵方对 TAC 的使用须遵守该等政策。现行 TAC 政策的副本可在 imeidb.gsma.com 获取或通过 imeihelpdesk@gsma.com 索取。贵方确认，贵方有责任访问 imeidb.gsma.com 网站以审阅任何 TAC 政策更新并确保遵守该等更新。
- 6.2. “ME 机型”指按以下标准来区分不同的 ME：
- (a) 按硬件设计；
 - (b) 按收发模组；
 - (c) 按控制软件；
 - (d) 按频段；
 - (e) 按外壳差异；
 - (f) 按摄像头数量；
 - (g) 按主板规格；
 - (h) 按所用芯片组；
 - (i) 按所用操作系统（但非操作系统版本）；
 - (j) 按机型名称；
 - (k) 按不同 ME 所有人；或
 - (l) 由不同的外包生产商生产、组装或调试。
- 关于 ME 机型的进一步信息见 GSMA TAC 政策。
- 6.3. 每一 ME 机型须分配唯一的一个 TAC（或一组 TAC，如果设备产量需要超过一个 TAC）。一个 TAC 只能关联一个 ME 机型。
- 6.4. 配有一个收发模组的多模 ME 只需分配一个 TAC。
- 6.5. 配有相同规格的多个收发模组的 ME 机型就每一收发模组须有唯一的一个 IMEI。如果收发模组规格相同，每一收发模组 IMEI 可使用相同的 TAC。如果收发模组规格不同，每一类型的收发模组须有不同的 TAC。所有 TAC 均须分配给该 ME。
- 6.6. 如构成以上第 6.2 条所述的 ME 机型变更，任何变更的 ME 均需新的 TAC（例如额外的频段、新的收发模组设计或新的收发模组控制软件）。



- 6.7. 本协议中的要求可能受限于国家监管部门所设置的额外当地要求。但是，当地要求不使贵方遵守本协议规定的义务无效。如果贵方的当地监管要求与本协议之间存在冲突，贵方必须通过 imeihelpdesk@gsma.com 联络 GSMA 取得进一步指示。GSMA 和 RB 对影响贵方使用 TAC 的任何法规或机构概不负责。
- 6.8. 贵方将：
- (a) 在分配了TAC的每一ME机型中配置来自分配给贵方的TAC的唯一、永久的IMEI号码；
 - (b) 在已使用由原TAC生成的一百万个IMEI生产了一百万台ME机型后，使用新的TAC继续生产该机型；
 - (c) 以不能变更的方式使用IMEI号码（包括TAC）；
 - (d) 申请并在投入市场的每一ME机型中仅配置GSMA正式分配的TAC（及其相应的IMEI号码范围）；及
 - (e) 确保贵方申请TAC的ME机型的所有相关数据为最新、全面、真实、完整、相关且没有误导性。
- 6.9. 贵方**不会**：
- (a) 跨不同的ME机型使用相同的TAC；
 - (b) 在多个ME中使用相同的IMEI；
 - (c) 使用未通过本协议所载的流程正式分配给贵方的任何TAC或IMEI号码；
 - (d) 向市场披露或投放任何含预订TAC的ME设备（即TAC尚未分配）；
 - (e) 使用从现有或将来的TAC范围创造或复制的TAC号码；
 - (f) 允许IMEI号码（包括TAC）在使用后再作变更；
 - (g) 在贵方的ME设备中使用可以变更ME设备IMEI号码的任何功能；
 - (h) 在贵方的ME机型信息已知并稳定之前提交TAC申请，因为一个TAC只能代表一个ME机型，且在分配后不能再变更ME机型规格（在GSMA全权决定允许的有限范围内除外）；或
 - (i) 使用（或允许使用）分配给任何其他实体的TAC，第7.2条明确允许的除外。
- 6.10. 贵方**承诺不**：
- (a) 以可能被视为对 GSMA 或移动通信行业有害或不利或破坏该行业声誉的任何方式使用 TAC 分配流程；
 - (b) 以使贵方的 ME 机型无法识别或无法独一无二地识别的方式使用 TAC 分配流程；
 - (c) 以虚构有关贵方 ME 机型信息的方式使用 TAC 分配流程；
 - (d) 以使贵方的 ME 机型自称为其他 ME 机型的方式使用 TAC 分配流程；
 - (e) 为欺诈或任何其他非法活动而使用 TAC 分配流程；
 - (f) 以违反 TAC/IMEI 系统精神和意图的任何其他方式使用 TAC 分配流程。
- 6.11. 贵方承诺不会允许任何第三方或使任何第三方能够作出违反第 5.3、5.4、6.3、6.8、6.9 或 6.10 条或以其他方式违反本协议精神的任何行为。
- 6.12. 贵方确认并同意，未遵守第 5.3、5.4、6.3、6.8、6.9、6.10 和 6.11 条所载的义务可能导致（但不限于）GSMA 行使第 9.7 条所载的规定。
- 6.13. 如果贵方是使用第三方生产商的 ME 所有人，贵方应就贵方自身的 ME 机型申请贵方自身的 TAC，并将该等 TAC 提供给贵方的生产商用于生产贵方的 ME 机型。贵方必须确保贵方的生产商和服务提供商遵守本协



议的所有条款，如该等条款适用于贵方一般。贵方接受，贵方对贵方生产商和服务提供商的所有作为和不作为负责，如同为贵方自身的作为和不作为一般。

6. 14. 贵方认可，TAC 和 IMEI 号码范围是有限的资源。贵方同意在利用可用的 TAC 和 IMEI 资源时诚信行事，并以有效的方式使用该等资源，以最大程度地减少浪费和不必要的 TAC 分配，而不影响以唯一的 TAC 独一无二地识别每一 ME 机型的要求。如果 GSMA 在进行调查后，合理怀疑贵方分配到了未使用或不必要的 TAC，GSMA 有权撤销及/或重新分配该 TAC 而无需向贵方退回额度或退款。
6. 15. GSMA 运作各种计划以提高整个移动通信行业的 TAC 和 IMEI 安全性和完整性（IMEI 完整性和安全性计划）。通过签订本协议，贵方不可撤销地同意 GSMA 或其指定测试机构开展渗透和 IMEI 修改测试，以评估在贵方的任何设备上执行 IMEI 的安全性（无论是否根据本协议或任何先前协议在该等设备中执行 TAC/IMEI 号码）。贵方同意，GSMA 及其测试机构就该等计划和测试对贵方不承担任何责任。

7. 知识产权、数据和保密

7. 1. 以支付费用为前提，GSMA 向贵方授予一项非独家、不可转让、可撤销、永久性、全球性且免使用费的权利，有权根据本协议所载的条款及条件，仅为了就已分配到 TAC 的 ME 机型生成和应用 IMEI 号码的目的，使用分配给贵方的每个 TAC。
7. 2. 贵方仅可根据本协议所载的条款和要求，将贵方所预订或分配给贵方的 TAC 提供给贵方的 ME 机型生产商用于生产相关 ME 机型。贵方不得为任何其他目的向任何其他人士出售、提供、许可或以其他方式允许任何其他人为生产 ME 而使用贵方所预订或分配给贵方的 TAC。为避免疑义，贵方仅可以披露和公布在贵方的 ME 中执行的预订 TAC /IMEI。
7. 3. 贵方确认，GSMA IMEI 数据库和 GSMA TAC 机型、分配/预订流程、方法、系统及所有相关材料的所有权利、所有权和权益（包括其中的所有知识产权）均由 GSMA 独自所有，且贵方未被授予使用任何上述一项的任何明示或默示的许可或权利，本协议中明确载明的除外。
7. 4. 贵方向 GSMA 及其关联方授予一项非独家、可转让、不可撤销、永久性、全球性且免使用费的许可，可使用贵方提交给 GSMA 及/或 RB 的任何信息和数据。
7. 5. 尽管有第 7.4 条的规定，GSMA 将根据 imeidb.gsma.com 上提供的隐私政策对待贵方提供的任何个人资料。在不限制该等隐私政策的前提下，贵方确认，为履行其在本协议项下的义务：
 - (a) GSMA 可为运行 GSMA IMEI 数据库和 TAC 分配系统而向 RB 和第三方服务提供商披露贵方的联络信息；及
 - (b) GSMA 和 RB 可使用贵方的联络信息为贵方提供与 TAC/IMEI 有关的信息和更新、通讯及相关的 GSMA 培训和服务。
7. 6. 不影响第 7.4 条并以遵守第 7.5 条为前提，贵方确认，GSMA 可以 GSMA 认为适当并对行业有益的任何方式，使用和传播与贵方的 ME 机型及/或 TAC 分配相关的任何信息。例如，贵方为 GSMA IMEI 数据库向 GSMA 和 RB 提交的任何信息均将集中记录并可提供给 RB、GSMA 关联方、成员及任何其他第三方。ME 机型信息可提供给（但不限于）通讯运营商、海关、执法机关、政府机关、监管部门、保险公司、回收公司及/或向运营商提供支持服务的公司。
7. 7. 贵方应对与本协议有关的、据其性质视为保密的任何信息保密，且不得（法律要求的除外）直接或间接(i) 向或允许向任何人披露该等信息；或(ii)为贵方自身或在损害 GSMA 的情况下使用该等信息，包括 GSMA(i) 在明确表明该等信息须保密的基础上向贵方披露的；或(ii)向贵方披露的、任何一方合理预期具有保密性质的任何信息（合称“**保密信息**”）。
7. 8. 贵方应在“需要知晓”的基础上将保密信息的访问权仅限于为根据本协议执行任何任务而需要该等访问权的贵方的雇员、高级职员、代理人和分包商，并仅在该等人员同意对该等保密信息保密之后提供访问权。



7.9. 贵方同意以合理的注意程度保护就本协议披露的任何保密信息，且在任何情况下均不低于贵方保护自身同类性质的保密和专有信息的同等程度，并对被允许访问该等保密信息的贵方的雇员、高级职员、代理人或分包商采取一切合理适当的行动，以履行贵方在本协议项下的义务。

7.10. 如发现任何未经授权占有、披露或使用就本协议披露的任何保密信息的情况，贵方应尽快通知 GSMA，并配合 GSMA 采取一切合理措施以收回保密信息或防止对保密信息的进一步未经授权的使用或披露。

8. 费用和付款

8.1. 贵方承诺根据附件 1 所载的付款条件向 GSMA 及/或贵方的 RB（视情况而定）支付到期的相关费用。贵方确认，相关费用必须在 TAC 分配之前支付。

8.2. 费用不含任何税款。如果费用须缴纳任何税款，可按该等税款的金额增加费用，且 GSMA 保留随时向贵方收回该等税款的权利。如果需在贵方自身的国家就费用缴纳税款，则除费用金额外，贵方还应负责缴税。

8.3. GSMA 保留每个日历月按伦敦银行同业拆借利率（Libor）上浮百分之二（2%）的年利率就逾期款项收取利息的权利。

9. 期限和终止

9.1. 本协议自贵方表示接受本协议之日（“生效日”）起生效，直到根据本协议所载的条款终止或失效（“期限”）。

9.2. 贵方可通过提前 30 天书面通知 GSMA 而终止本协议。

9.3. GSMA 可通过提前 90 天书面通知贵方而终止本协议。

9.4. 如果产权负担持有人占有一方的任何财产或资产或该等财产或资产被指定接管人，或一方受限于行政命令或与其债权人达成自愿偿债安排，或一方进行清算（为合并或重组目的且由此产生的公司有效同意受本协议约束或承担该方在本协议项下义务的除外），或一方停止或可能停止开展业务，或一方在其住所地或所属司法辖区的法律项下进行任何类似程序，则另一方可通过书面通知该方而终止本协议并立即生效。

9.5. 在下述情况下，GSMA 可通过书面通知贵方而终止本协议并立即生效：

(a) 贵方严重违反贵方在本协议项下的义务，且该等违约无法补救或在收到 GSMA 关于违约的书面通知后 14 天内仍未纠正；或

(b) 发生 GSMA 合理认为需要终止或中止本协议的任何相关立法、监管或 TAC 政策变更。

9.6. 在下述情况下，本协议将失效并视为终止：

(a) 贵方在 24 个月期间未作任何 TAC 分配；或

(b) 贵方不再拥有贵方据之注册的品牌或不再持有就此所需的许可。

如果本协议失效，为分配 TAC，贵方需要再次完成注册程序。

9.7. 贵方接受，如果贵方实际或被合理怀疑违反本协议（包括对 TAC 分配流程的任何滥用），在不限制 GSMA 在本协议项下或在法律上的权利和救济的条件下，GSMA 可全权决定：

(a) 不经通知而终止或中止本协议并中断 TAC 分配；及/或

(b) 将实际或声称的违约或侵权告知网络运营商、政府机关及其他通讯组织（包括监管部门、海关等）；及/或

(c) 从 GSMA IMEI 数据库撤销或中止贵方所有或部分已分配的 TAC；



且GSMA无需向贵方退款或支付其他赔偿，及

(d) 贵方可能被要求就需由GSMA调查或补救的每次违约或滥用向GSMA支付每个TAC最高5,000美元的费用，该等费用由GSMA全权确定。贵方确认，该等费用并不旨在作为罚款，而是在考虑维护IMEI和TAC的国际完整性的重要作用后，GSMA用以开展补救工作和持续监督的费用。

9.8. 如果贵方分配到的 TAC 根据第 9.7 条从 GSMA IMEI 数据库被撤销或中止，该等 TAC 及与之相关的 ME 信息不会提供给移动网络运营商、监管部门或海关。由此，贵方含有该等 TAC 的设备可能停止在移动网络上工作，并可能不再符合某些司法辖区的法规。贵方同意，GSMA、RB 和网络运营商对直接或间接因 TAC 撤销或中止所导致的任何损失、损害或不利概不负责。

9.9. 本协议因任何原因终止、失效或到期后：

(a) 贵方应停止购买 TAC 额度或申请或取得任何 TAC 分配；

(b) 贵方将自动放弃贵方在本协议项下享有的任何权限、权利和特权，包括贵方持有的任何 TAC 额度或贵方的订阅计划项下剩余的任何期限；

(c) GSMA 不会向贵方退款，下述情况除外：

(i) GSMA根据第9.2条出于便利而终止本协议；或

(ii) 贵方根据第14条终止本协议，

且贵方当时持有订阅计划，在此情况下，GSMA可能在扣除GSMA合理的行政管理费用后，就贵方订阅年度的剩余月数按比例退款；

(d) 终止不影响任何一方就本协议终止之前发生的另一方违反本协议的任何行为享有的权利和救济；及

(e) 本协议第 3、5、6、7、8、9、10、11、12、13、14、15 和 16 条的规定以及使该等条款生效合理所需的或据其性质旨在终止后继续有效的其他规定应在终止或到期后继续完全有效。为避免疑义，第 7.1 条中就已应用于 ME 设备的任何适当分配的 TAC 授予的权利将在本协议终止或到期后继续有效。

10. 保证

10.1. 贵方在签署时以及在每次 TAC 申请之日持续陈述并保证：

(a) 贵方已取得签订本协议以及履行贵方在本协议项下义务所需的所有授权，并已作出为此所需的所有事项；及

(b) 贵方不知晓将会或合理预期会阻碍或影响贵方按本协议所拟的方式和时间履行贵方在本协议项下的所有义务的任何事项。

11. 责任限制

11.1. 对于因贵方或贵方的关联方、生产商、客户或任何其他关联第三方违反本协议条款的任何作为或不作为而产生的或与之相关的任何索赔或诉讼（包括合理的费用），贵方应向 GSMA、RB 和网络运营商赔偿并使其免于受损。

11.2. GSMA、RB 或其任何关联方在本协议项下提供的 TAC 分配及任何其他服务都是“按现状”提供的，无任何类型的保证。明确否认和排除所有保证，无论是明示的、默示的还是法定的，包括但不限于关于适销性、适于特定用途、质量、准确性、完整性、时间或所有权的任何默示或其他保证。

11.3. GSMA 和 RB 不就与本协议有关的任何利润损失、声誉损失、合同损失或任何间接的、惩罚性的、特殊的或结果性的损失、损害或延迟向贵方承担责任，无论如何引起。



11.4. 在任何情况下，GSMA 或任何 RB 在本协议项下的总责任均不超过自法院证明的、构成贵方权利要求一部分的最近一次事件起的 12 个月内 GSMA 和任何 RB 从贵方实际收到的费用。

11.5. 尽管有第 11.3 和 11.4 条的规定，本协议的任何内容均不排除或限制 GSMA 或任何 RB 关于下述各项的责任：(i)因其过失引起的任何死亡或人身伤害；(ii)任何欺诈或欺诈性虚假陈述；或(iii)根据适用法律不能排除的任何其他责任。

12. 不可抗力

12.1. 对于不受一方合理控制的情形（包括但不限于以下一项或多项：政府管制；暴动；内乱；军事行动；恐怖主义；地震；疾病或流行病；风暴；水灾；无法取得电力、燃料或交通供应；任何政府机构行使紧急权力）（“**不可抗力事件**”）所造成的未能履行或延迟履行其在本协议项下的任何义务，任何一方均不承担责任。

12.2. 声称受不可抗力事件影响的一方无权援引第 12.1 条的规定，除非其完全履行下述义务：(a)在获知任何不可抗力事件后已以当时可得的最快方式通知另一方并说明不可抗力事件的详情、其受到影响的义务及其对无法履行或延迟履行的时间的合理估计；及(b)其采取了一切合理措施防止、避免、克服并减轻该等不可抗力事件的影响。

13. 通知

13.1. 除非本协议另有特别说明，根据本协议要求作出的任何通知均将按下文所载发送：

(a) 如发送给 GSMA：GSMA Ltd.，收件人：Deputy General Counsel, 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, United States of America；抄送 imeihelpdesk@gsma.com 和 legalnotices@gsma.com。

(b) 如发送给贵方：发送至贵方通过 imeihelpdesk@gsma.com 或 imeidb.gsma.com 不时更新的贵方账户详情中作为主要联系方式的电子邮件地址。

13.2. 根据本协议要求作出的任何通知将视为在交付后即适当送达。

14. 本协议的修改和先前版本

14.1. 本协议取代贵方早前可能就 TAC 分配事宜与 GSMA 签订的任何协议。GSMA 可通过提前不少于 60 天书面通知贵方而修订本协议（包括 TAC 政策）。贵方在收到有关修订本协议的通知后继续使用 TAC 服务的，构成贵方接受修订后的本协议。如果该等修订对贵方有实质性损害，贵方可以选择通过提前 30 天书面通知 GSMA 和贵方的 RB 而终止本协议。

15. 代理人和分包商

15.1. 如果贵方作为 ME 所有人的代理人签订本协议，贵方保证并陈述：

(a) 贵方获 ME 所有人授权（并将始终如此）作为其法定代理人代表 ME 所有人签订本协议，并就 TAC 分配担任 ME 所有人的代理人；

(b) 贵方遵守并将始终遵守本协议条款，且受并将始终受本协议条款的约束，且在适用的情况下，贵方将确保 ME 所有人同样如此；及

(c) 贵方对并将始终对 ME 所有人在本协议项下的义务承担连带责任。

15.2. 如果贵方将贵方在本协议项下的任何权利或义务分包：

(a) 贵方只能分包本协议项下不禁止转让、让与或分包的权利和义务；

(b) 贵方应确保贵方的分包商遵守本协议的条款；及

(c) 贵方应对分包商的所有作为和不作为负责，如同为贵方自身的作为和不作为一般。



16. 一般条款

- 16.1. 本协议是双方之间关于本协议主题事项的完整、最终、排他的全部协议，并取代关于本协议主题事项的任何及所有先前协议、陈述、通讯、承诺或讨论。如果组成本协议的文件之间的含义有任何冲突，优先次序如下：本条款及条件的主体、附件、然后是任何 TAC 政策或注册政策。
- 16.2. 如果本协议的任何条款、规定、契诺或条件因任何原因被认定为无效或不可执行，双方同意，该等无效不影响本协议其余规定的有效性，并进一步同意以类似意图和经济效果的有效且可以执行的规定代替该等无效或不可执行的规定。
- 16.3. 每一方将采取合理所需的一切行动并签署合理所需的一切文件，以使本协议的规定和意图生效。
- 16.4. 未经 GSMA 事先书面同意（无合理理由不得拒绝作出该等同意），贵方不得向任何其他人士转让或让与贵方在本协议项下的任何责任或权利。经向贵方书面通知，GSMA 可随时向任何其他实体转让或让与其在本协议项下的任何责任或权利。
- 16.5. 任何一方未能或延迟执行其相应权利不影响或限制该方的权利，且放弃任何该等权利或放弃追究对任何合约条款的任何违反行为不视为放弃任何其他权利或放弃追究之后的任何违反行为。本协议中规定的权利、权力和救济是累积的，是对法律规定的任何权利、权力或救济的补充。
- 16.6. 本协议的任何规定均无意在双方及/或任何 RB 之间创设任何类型的合伙或合营关系，亦无意授权任何一方或任何 RB 作为另一方的代理人。
- 16.7. 除本协议另有明确规定外，每一方应完全并独自承担其自身的运营支出、责任和费用。
- 16.8. 在遵守第 14 条的前提下，本协议经双方正式授权代表签署书面协议方可变更、修改、变动或修订。
- 16.9. 本协议应根据英格兰法律（不包括其准据法规则）解释，并受英格兰法院专属管辖。
- 16.10. 本协议以英文（美式）书写。如果本协议的任何翻译文本与英文文本冲突，以英文文本为准。
- 16.11. 除第 3.5、4.3、9.8 和 11 条可由 GSMA、RB、网络运营商及其各自的关联方（视情况而定）强制执行外，非本协议一方的任何人均没有 1999 年《合同（第三方权利）法》项下或以其他方式强制执行本协议任何条款的任何权利。



附件 1

TAC 分配费用

根据本协议主体部分第 8.1 条，应就 TAC 分配（购买单个 TAC 额度或在年度订阅计划的基础上）支付下述费用：

单个TAC分配

1. **单个 TAC 额度的费用：**每一 TAC 额度的 TAC 分配费用为 400 美元（“**单个 TAC 额度费用**”）。
2. **使用 TAC 额度：**
 - (a) 贵方就每一 TAC 额度有权按第 5 条所载的 TAC 分配流程申请一个 TAC。
 - (b) 一旦付款，通过支付单个 TAC 额度费用购买的 TAC 额度没有到期日，而是按本协议主体部分的规定到期，例如在协议终止时。
3. **年费限额：**贵方在任何 TAC 财年就 TAC 分配应付的最高金额以 80,000 美元（相当于就 200 个 TAC 应付的单个 TAC 额度费用）（“**年费限额**”）为限。付到该上限金额后，在该 TAC 财年的剩余期限内将按要求免费向贵方分配 TAC。
4. **对所持 TAC 额度的限制：**
 - (a) 在贵方达到 80,000 美元/200 个 TAC 的年度限额前，贵方可以随时购买任何数量的 TAC 额度。
 - (b) 一旦达到该等限额，在贵方 TAC 财年的剩余期限内：
 - (i) 贵方可在任何一次交易中申请不超过 10 个免费 TAC 额度；及
 - (ii) 贵方一次最多可持有 10 个免费 TAC 额度。
 - (c) 免费 TAC 额度在当时的 TAC 财年结束时自动到期，之后，任何未决 TAC 申请均需根据本协议第 1 条支付单个 TAC 额度费用，该等费用应在提交申请时并在分配 TAC 之前支付。

TAC 年度订阅计划

5. **申请订阅计划：**贵方可通过 imeidb.gsma.com 或贵方的 RB（视情况而定）随时申请使用订阅计划。
6. **使用：**在贵方持有订阅计划的每一订阅年度内，贵方有权取得贵方合理要求数量的 TAC 分配。贵方可随时开始并提交 TAC 申请，但一次提交的未决 TAC 申请最多不得超过 50 个。在贵方订阅年度内，贵方还有权使用如附件 2 所述的预订的 TAC 功能。
7. **订阅计划年费：**订阅计划的订阅人支付下述订阅计划年费：
 - (a) 订阅计划的费用为每一订阅年度 60,000 美元（“**订阅计划年费**”）。
 - (b) 在订阅年度内，适用订阅计划年费而非本附件第 1 条所载的费用。
 - (c) 为避免疑义，单个 TAC 分配支付或应付的费用不能抵充订阅计划年费。
8. **付款和处理：**订阅计划年费应按下述时间每年提前支付：
 - (a) 在 GSMA（或贵方的 RB，视情况而定）开具账单后 30 天内；或
 - (b) 如果贵方续展订阅计划，在贵方的订阅年度到期日之前。



贵方的订阅年度于 GSMA（或贵方的 RB，视情况而定）处理完贵方的付款和申请之日开始。在贵方的订阅年度开始前，贵方应提供长达 30 天的时间用于处理贵方的申请和付款。不因贵方申请或付款处理的任何延迟而提供任何退款或折扣。

9. **订阅年度：**“**订阅年度**”指每一订阅计划的 12 个月期间，根据本附件第 8 条开始并按本协议或本附件第 11 或 12 条到期/终止。

10. **续订：**

(a) 初始订阅年度到期后，贵方的订阅计划每次将自动续展一个订阅年度（统称“**续订**”），除非：

(i) 贵方、GSMA 或贵方的 RB 在当时的订阅年度结束前至少 30 天书面通知不续订；

(ii) 如以下(b)款所载，贵方未支付续订账单；或

(iii) 贵方的订阅计划以其他方式根据本协议终止。

(b) GSMA 将不迟于当时的订阅年度到期前 30 天就续订向贵方开具账单。如果续订账单在当时的订阅年度到期时未支付，贵方的订阅计划将自动到期，贵方将恢复至上文的单个 TAC 额度费用。

11. **订阅计划结束或到期：**您的订阅计划因任何原因终止或到期时：

(a) 贵方将恢复至支付上文所载的单个 TAC 额度费用；

(b) 到期日时的任何未决 TAC 申请均需支付单个 TAC 额度费用（该等费用应在提交申请时并在分配 TAC 之前支付）；及

(c) 不会就贵方订阅计划的终止、到期或贵方未续展贵方的订阅计划提供任何退款、折扣或贷记。

12. **正当使用：**贵方确认，如果以与第 6.14 条不符的方式使用，则 GSMA 可终止贵方的订阅计划。是否退款由 GSMA 酌情决定。

GSMA 会员定价

13. **GSMA 会员定价：**GSM 协会的会员和准会员有权就单个 TAC 额度费用和订阅计划年费取得 10% 的折扣。就单个 TAC 分配而言，年费限额下降 10% 至 54,000 美元每年。

付款和开票

14. **付款：**所有费用（无论就单个 TAC 分配或订阅计划而言）均须在 TAC 分配前支付。按贵方 RB 的指示，费用可直接支付给 GSMA 或通过贵方的 RB 支付。在向 GSMA 或贵方的 RB 全额支付相关费用后，贵方才有权获得分配 TAC 和 IMEI 号码范围。

15. **货币：**费用应以美元支付，或在贵方 RB 要求的情况下，以贵方 RB 兑换并收取的等值当地货币支付。

16. **生成账单：**账单通过 imeidb.gsma.com 或由贵方的 RB（视情况而定）提出并生成。贵方应在账单开具日起的 30 天内或在贵方 RB 要求的期限内（视情况而定）支付每一账单。

17. **付款方式：**直接付给 GSMA 的所有付款需按下述方式通过 imeidb.gsma.com 的 TAC/IMEI 端口支付：

(a) 在 imeidb.gsma.com 的 TAC/IMEI 端口内直接以信用卡或借记卡支付；或

(b) 在 TAC/IMEI 端口要求提供账单后，通过银行/电汇转账支付。

请注意，如以账单和银行转账付款，钱款到达 GSMA 可能需要 5 到 10 个工作日。如果贵方通过银行转账付款，贵方将在付款到账后收到电子邮件通知。贵方的 RB 可能建议不同的付款方式。

附件 2

预订的 TAC 功能

- 1. 预订的 TAC 功能:** 预订的 TAC 功能可供订阅计划拥有者在预订期限内使用。在预订的 TAC 功能可用时，贵方在提交 TAC 申请之前就可获得 TAC，但仅可出于预启动机密的 ME 设备生产之目的。GSMA 将预订的 TAC 相关信息视作机密，不会在分配相关 TAC 之前公布预订的 TAC。
- 2. 索取预订的 TAC:** 在可用时，贵方可访问 imeidb.gsma.com 的贵方 TAC 分配帐号，并选择“Reserve TAC”（预订 TAC），以此索取预订的 TAC。系统将询问贵方需要多少个预订的 TAC。如果获得批准，系统将生成贵方所索取的预订 TAC，并在预订的 TAC 可用时通过电子邮件通知贵方。
- 3. 使用预订的 TAC:** 贵方可在 ME 设备生产中使用预订的 TAC，但是预订的 TAC 并非已分配的 TAC。贵方必须保密预订的 TAC。在设备生产中使用预订的 TAC 时，贵方必须遵守 TAC 分配的规则（如本条款及条件正文第 6 条所述）。若未能遵守这些要求，将导致 TAC 申请失败和/或构成严重违反本协议。贵方不得在分配 TAC 之前将含预订 TAC 的设备投放到市场中以供销售或分销。
- 4. 分配预订的 TAC:** 贵方必须先就各个预订的 TAC 完成整个 TAC 申请流程（参阅本条款及条件正文第 5 条），方可将 ME 设备投放到市场中。在分配 TAC 之前发布预订的 TAC 将构成严重违反本协议。若贵方发布含预订的 TAC 的 ME 设备，无论本协议下是否有限制任何其他权利或说明任何补救措施，GSMA 均可终止贵方的订阅或撤销贵方使用预订的 TAC 的能力。
- 5. 预订的 TAC 的可用性:** 在贵方订阅年度内，贵方可通过 GSMA IMEI 数据库索取多达 50 个预订的 TAC。贵方任何时候均不得拥有超过 50 个预订的 TAC。在分配预订的 TAC 时，预订的 TAC 余量会随之减少，若需要更多数量，贵方可提出请求。
- 6. 预订的 TAC 的有效期:** 预订的 TAC 将在订阅计划期限结束后 30 天到期，除非贵方续订订阅计划。如果贵方的订阅计划已到期，但希望在预订的 TAC 到期之前进行分配，那么贵方需要按现行的 TAC 费率付款，方可分配 TAC。30 天后，任何未分配的预订 TAC 会失效，贵方组织将不可在 ME 设备中使用这些 TAC。一旦到期，贵方将无权使用预订的 TAC，若使用这些预订的 TAC 将构成违反本协议，最终导致相关费用/罚款。
- 7. 免责声明:** 在 TAC 分配前于 ME 设备生产中使用预订的 TAC，即表示贵方接受自行承担使用预订的 TAC 的风险。GSMA 不保证或表示预订的 TAC 会得到分配。若与预订的 TAC 有关的 TAC 申请失败，GSMA 不就损失或损害承担任何责任。



GSMA TERMS AND CONDITIONS FOR TAC ALLOCATION

Effective date of last revision: 1 July 2020.

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

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

INTRODUCTION:

- (A) GSMA is the industry-appointed Global Decimal Administrator responsible for coordinating the allocation of Type Allocation Code (TAC) to manufacturers of mobile devices that comply with the specifications developed by 3GPP.
- (B) GSMA maintains an official centralised database of all genuine TAC Allocations (the GSMA IMEI Database).
- (C) GSMA allocates TAC in accordance with *GSMA Permanent Reference Document TS.06 - IMEI Allocation and Approval Process* and *TS.30 IMEI Database Application Forms*.
- (D) GSMA engages the assistance of administrators, known as "Reporting Bodies" or "RBs" to allocate TAC on behalf of GSMA.
- (E) GSMA provides TAC on the terms and conditions set out in this Agreement, which supersedes and replaces the previous GSMA Terms and Conditions for TAC Allocation with effect from 1 July 2020.

YOU AGREE THAT:

1. Definitions

1.1 In this Agreement, unless the context indicates otherwise:

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

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

Effective Date has the meaning given in clause 9.1.

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

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

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

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

Intellectual Property Rights means copyrights, database rights, patents, utility models, know-how, registered and unregistered design rights, trade marks, confidential information, trade secrets, and other intellectual property, in each case whether registered or unregistered, and any rights to apply for the foregoing, which may subsist anywhere in the world.



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

ME Model has the meaning given in clause 6.2.

ME Owner has the meaning given in clause 3.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context indicates otherwise:



- (a) expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement, including the background;
- (b) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- (c) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (d) references to any party include that party's successors and permitted assigns;
- (e) references to a "person" include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (f) the term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation"; and
- (g) references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. Summary of TAC Allocation Requirements

- 2.1. In order to receive TAC Allocation, You must first:
 - (a) Register as a ME Owner in accordance with clauses 3, 3.7 and 4;
 - (b) pay in full the appropriate Fees in accordance with clause 8 and Schedule 1; and
 - (c) submit a TAC Application in accordance with clause 5.
- 2.2. Your RB may have additional processes or requirements for the Registration or TAC Allocation processes, which will apply in addition to those set out in this Agreement. The terms and conditions set out in this Agreement will apply regardless of any other terms and conditions, processes or requirements of Your RB.

3. ME Owner and Brand Requirements

- 3.1. You represent and warrant to GSMA that You are the "ME Owner" in respect of all ME Models for which You apply for TAC Allocation.
- 3.2. An "ME Owner" is an organisation which:
 - (a) sells a ME device under a Brand which is:
 - (i) a Brand that is owned by that organisation; or
 - (ii) a Brand that is duly licensed to that organisation for the purposes of manufacturing, distributing, marketing, and selling the ME Model, and
 - (b) being either:
 - (i) a mobile device manufacturer, manufacturing and marketing MEs for consumer sale under that Brand; or
 - (ii) an entity which outsources the manufacture, distribution, marketing, or sale of MEs under that Brand.
- 3.3. For co-Branded or multi-Branded ME Models, the holder of the lead Brand is deemed to be the ME Owner for that ME Model and therefore responsible for applying for TAC Allocation.



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

4. Registration Requirements

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

5. TAC Application Process

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



- (c) You must complete the details requested in accordance with the TAC Application Form and TAC Policies for each ME Model for which TAC Allocation is required. Your RB will inform You of any additional requirements relating to local regulation.
 - (d) Once submitted, Your RB reviews the TAC Application and either approves the TAC Application, or puts it on hold pending provision of further information necessary to complete the TAC Application, or rejects it if not compliant with TAC Policies.
 - (e) On approval of an TAC Application, a TAC is Allocated to the ME Model. For each TAC Allocation, a TAC Credit is used up.
 - (f) When a TAC is Allocated, a TAC Certificate is created by the GSMA IMEI Database.
 - (g) Once a TAC is Allocated, changes cannot be made to the ME Model specifications, except to the limited extent permitted by GSMA in its sole discretion.
5. 2. Once Allocated, You may use TAC to create and implement IMEI numbers for Your ME devices, subject to the requirements set out in this Agreement and the TAC Policies.
5. 3. If You currently hold a Subscription Plan, You may also utilise the Reserved TAC feature, as set out in Schedule 2. You may use Reserved TAC to create IMEI in ME devices but must keep confidential all Reserved TAC and must not release those devices into market until the Allocation process above is complete.
5. 4. You undertake NOT to:
- (a) apply for TAC Allocation for any ME Models for which You are not the ME Owner;
 - (b) buy, acquire, receive, or use TAC from any parties other than GSMA or RBs;
 - (c) assign, transfer, or novate to, or otherwise permit to be used for the benefit of any third party, any TACs Allocated to You; or
 - (d) release any ME device for which the TAC has not been properly Allocated (including any Reserved TAC).
- 6. Use of TAC**
6. 1. You agree to comply with, and that Your use of TAC is subject to, the TAC Policies, as updated by GSMA from time to time pursuant to clause 14. Copies of current TAC Policies are available via imeidb.gsma.com or upon request from imeihelpdesk@gsma.com. You acknowledge that it is Your responsibility to visit the imeidb.gsma.com website to review and ensure compliance with any TAC Policy updates.
6. 2. **"ME Model"** means a ME which is different from other MEs, as differentiated:
- (a) by hardware design;
 - (b) by transceiver;
 - (c) by control software;
 - (d) by frequency bands;
 - (e) by casing variations;
 - (f) by number of cameras;
 - (g) by motherboard specification;
 - (h) by chipset used;
 - (i) by operating system used (but not the version of operating system);
 - (j) by model name;
 - (k) by different ME Owner(s); or
 - (l) if it is manufactured or assembled or commissioned by different outsourced manufacturers.

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



- 6.3. Every ME Model must be Allocated a unique TAC (or, if the volume of devices requires more than one TAC, a set of TACs). Only one ME Model can be associated with a TAC.
- 6.4. Multimode ME with one transceiver need only be Allocated one TAC.
- 6.5. ME Models with multiple transceivers of the same specification must have a unique IMEI per transceiver. If the transceiver specifications are the same, each transceiver IMEI may use the same TAC. If the transceiver specifications are different, each transceiver type must have a different TAC. All TAC must be Allocated to that ME.
- 6.6. Any changes to the ME constituting a change in ME Model as described in clause 6.2 above will require a new TAC (e.g. additional frequency bands or new transceiver design or new transceiver control software).
- 6.7. The requirements in this Agreement may be subject to additional local requirements imposed by national regulators. However, local requirements will not negate the obligation on You to comply with the provisions of this Agreement. If there is a conflict between Your local regulatory requirements and this Agreement, You must contact GSMA at imeihelpdesk@gsma.com for further instruction. GSMA and the RBs take no responsibility for any regulation or authority impacting on Your use of TAC.
- 6.8. You will:
 - (a) incorporate a unique and permanent IMEI number derived from the TAC Allocated to You into each unit of the ME Model for which the TAC was Allocated;
 - (b) use a new TAC for ongoing production of a ME Model once one million units of the Model have been produced using one million IMEI formed from the original TAC;
 - (c) implement IMEI numbers (including the TAC) in a manner resistant to change;
 - (d) apply for and only incorporate officially GSMA-Allocated TACs (and their corresponding ranges of IMEI numbers) in each and every ME Model placed in the market; and
 - (e) ensure that all data pertaining to a ME Model You are requesting TAC for, is kept up-to-date, comprehensive, truthful, complete, relevant and not misleading.
- 6.9. You will NOT:
 - (a) use the same TAC across different ME Models;
 - (b) use the same IMEI in multiple ME units;
 - (c) use any TAC or IMEI numbers that have not been officially Allocated to You via the process set out in this Agreement;
 - (d) disclose or release to market any ME devices with Reserved TAC (i.e. TAC that is not yet Allocated);
 - (e) use TAC numbers that have been invented or copied from existing or future TAC ranges;
 - (f) allow IMEI numbers (including the TAC) to be changed after they have been implemented;
 - (g) implement any functionality in Your ME device that changes the IMEI number of the ME device;
 - (h) submit a TAC Application until the details of Your ME Model are stable and known, since a TAC can only represent one ME Model and changes cannot be made to the ME Model specifications after allocation (except to the limited extent permitted by GSMA in its sole discretion); or
 - (i) use (or permit to be used) TAC Allocated to any other entity, except as expressly permitted in clause 7.2.
- 6.10. You commit NOT to use the TAC Allocation process:



- (g) in any way that may be considered injurious or detrimental to GSMA or the mobile industry or to bring it into disrepute;
 - (h) in such a way as to make Your ME Models unidentifiable or uniquely unidentifiable;
 - (i) in such a way as to falsify information about Your ME Models;
 - (j) in such a way that Your ME Models misrepresent themselves as other ME Models;
 - (k) for the purposes of fraud or any other unlawful activity; or
 - (l) in any other manner which is contrary to the spirit and intention of the TAC/IMEI system.
6. 11. You undertake not to permit or enable any third party to any act in contravention of clauses 5.3, 5.4, 6.3, 6.8, 6.9 or 6.10 or otherwise contrary to the spirit of this Agreement.
6. 12. You acknowledge and agree that failure to comply with the obligations set out in clauses 5.3, 5.4, 6.3, 6.8, 6.9, 6.10 and 6.11 may result in, without limitation, the exercise by GSMA of the consequences set out in clause 9.7.
6. 13. If You are a ME Owner using a third party manufacturer, You will apply for Your own TAC for Your own ME Models and supply these TAC to Your manufacturer for production of Your ME Model. You must ensure that Your manufacturers and service providers comply with all terms of this Agreement as they apply to You. You accept that You are responsible for all acts and omissions of Your manufacturers and service providers as if they are Your own.
6. 14. You recognise that TAC and IMEI number ranges are finite resources. You agree to act in good faith when making use of the available TAC and IMEI resources and use such resources in an efficient manner in order to minimize waste and unnecessary TAC allocations without compromising the requirement to uniquely identify each ME Model with a unique TAC. In the event that GSMA reasonably suspects following its investigation that You have Allocated unused or unnecessary TAC, GSMA is entitled to withdraw and/or re-Allocate that TAC without credit or refund to You.
6. 15. The GSMA operates various programmes to enhance TAC and IMEI security and integrity across the mobile telecommunications industry (IMEI Integrity and Security Programmes). By entering into this Agreement, You irrevocably consent to GSMA or its appointed testing agencies conducting penetration and IMEI modification tests to assess the security of IMEI implementation on any of Your devices (whether TAC/IMEI numbers are implemented in such devices pursuant to this Agreement or under any previous agreement). You agree that that GSMA and its testing agencies have no liability to You in respect of such programmes and testing.

7. Intellectual Property, Data and Confidentiality

7. 1. Subject to payment of Fees, GSMA grants to You a non-exclusive, non-transferable, revocable, perpetual, worldwide and royalty-free right to use each TAC which is Allocated to You solely to generate and apply IMEI numbers solely to the ME Model for which that TAC has been Allocated, in accordance with the terms and conditions set out in this Agreement.
7. 2. You may provide the TAC Reserved or Allocated to You solely to Your ME Model manufacturer(s) to produce the related ME Models in accordance with the terms and requirements set out in this Agreement. You shall not sell, give, licence, or otherwise permit to be used for ME production, Your Reserved or Allocated TAC to or by any other person for any other purpose. For the avoidance of doubt, You may disclose and publish only Your Allocated TAC /IMEI as implemented in Your MEs.
7. 3. You acknowledge that all rights, title and interest in the GSMA IMEI Database and the GSMA TAC model, Allocation/Reservation process, methods, system, and all related materials, including all Intellectual Property Rights therein, are retained solely by GSMA and You are granted no licence or right, whether express or implied, to use any of the above except as expressly set out in this Agreement.
7. 4. You grant to GSMA and its affiliates a non-exclusive, transferable, irrevocable, perpetual worldwide and royalty-free license to use any information and data submitted by You to GSMA and/or RBs.



7. 5. Notwithstanding clause 7.4, GSMA will treat any Personal Data provided by You in accordance with the Privacy Policy available at imeidb.gsma.com. Without limiting that Privacy Policy, You acknowledge that for the purpose of fulfilling its obligations under this Agreement:
- (a) GSMA discloses Your contact details to the RBs and third party service providers for the purposes of operating the GSMA IMEI Database and TAC Allocation systems; and
 - (b) GSMA and RBs use Your contact details to provide You with information and updates in relation to TAC/ IMEI, telecommunications, and related GSMA training and services.
7. 6. Without prejudice to clause 7.4, and subject to clause 7.5, You acknowledge that any information relating to Your ME Models and/or TAC Allocation may be used and distributed by GSMA in any manner that GSMA deems appropriate to be of benefit to the industry. For example, any information submitted by You to GSMA and RBs for the GSMA IMEI Database will be centrally recorded and may be made available to RBs, GSMA affiliates, members and any other third party. ME Model information may be provided to, without limitation, telecommunications operators, customs agencies, law enforcement agencies, government agencies, regulators, insurance companies, recycling companies and/or companies providing support services to operators.
7. 7. You shall keep confidential, and shall not (except where required by law) directly or indirectly (i) disclose or permit to be disclosed to any person; or (ii) use for Your self or to the detriment of GSMA, any information that by its nature is deemed confidential in connection with this Agreement, including any information disclosed by GSMA to You; (i) on the express basis that such information is confidential; or (ii) which might reasonably be expected by either party to be confidential in nature (together, "**Confidential Information**").
7. 8. You shall restrict access to Confidential Information on a "need to know" basis to only those of Your employees, officers, agents and subcontractors for whom such access is necessary for carrying out any tasks pursuant to this Agreement and only after such persons have agreed to maintain confidentiality in respect of that Confidential Information.
7. 9. You agree to secure and protect any Confidential Information disclosed in connection with this Agreement with reasonable care and in any event with no less than the same degree of care that You use to secure and protect Your own confidential and proprietary information of a similar nature, and to take all reasonably appropriate actions with Your employees, officers, agents or subcontractors who are permitted access thereto, to satisfy Your obligations hereunder.
7. 10. Upon discovery of any unauthorized possession, disclosure or use of any confidential information disclosed in connection with this Agreement, You shall promptly notify GSMA of the same and shall cooperate with GSMA in every reasonable effort to regain possession or prevent further unauthorized use or disclosure of the confidential information.

8. Fees and Payments

8. 1. You undertake to pay to GSMA and/or Your RBs (as applicable), the relevant Fees as they fall due, in accordance with the payment terms outlined in Schedule 1. You acknowledge that the relevant Fees must be paid prior to TAC Allocation.
8. 2. The Fees do not include any Tax. To the extent that the Fees are subject to any Tax, the Fees may be increased by the amount of such Tax and GSMA reserves the right to recover such Tax from You at any time. If Tax is required to be paid on the Fees in Your own country then You will be liable for its payment, in addition to the amount of the Fees.
8. 3. The GSMA reserves the right to charge interest on overdue amounts at an annual rate of two percent (2%) per calendar month over current London Interbank Offered Rate (Libor).

9. Term and Termination

9. 1. This Agreement shall be effective from the date that You indicate Your acceptance to this Agreement ("**Effective Date**"), until terminated or lapsed in accordance with the terms set out in this Agreement ("**Term**").



- 9.2. You may terminate this Agreement by 30 days written notice to GSMA.
- 9.3. GSMA may terminate this Agreement by 90 days written notice to You.
- 9.4. Either party may terminate this Agreement with immediate effect by written notice to the other party if an encumbrancer takes possession, or a receiver is appointed, of any of the other party's property or assets; or the other party becomes subject to an administration order or make any voluntary arrangement with its creditors; or the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting effectively agrees to be bound by or assume the other party's obligations under this Agreement); or if the other party ceases, or threatens to cease, to carry on business; or if the other party suffers any similar process under the law of the other party's domicile or place of jurisdiction.
- 9.5. GSMA may terminate this Agreement with immediate effect by written notice to You:
 - (c) if You commit a material breach of Your obligations under this Agreement which is incapable of remedy or which remains uncorrected for a period of 14 days after receiving written notice from GSMA of the breach; or
 - (d) in the event of any relevant legislative, regulatory or TAC Policy change which in the opinion of GSMA, acting reasonably, requires this Agreement be terminated or suspended.
- 9.6. This Agreement will lapse and be deemed terminated if:
 - (a) a period of 24 months passes during which period You do not make any TAC Allocations; or
 - (b) if You cease to own or hold the required license for the Brand with which You Registered.

In the event that this Agreement lapses, You will be required to again complete the Registration process in order to Allocate TAC.
- 9.7. You accept that, in the event of any actual or reasonably suspected breach of this Agreement by You, including any misuse of the TAC Allocation process, and without limiting the rights and remedies of GSMA under this Agreement or otherwise at law, GSMA may, at its sole discretion:
 - (a) terminate or suspend this Agreement, and discontinue TAC Allocation without notice; and/or
 - (b) communicate the actual or alleged breach or infringement to network operators, government authorities and other telecommunications organisations (including regulators, customs etc.); and/or
 - (c) withdraw or suspend all or some of Your Allocated TACs from the GSMA IMEI Database;

with no refund or other compensation payable to You by GSMA, and

 - (d) You may be required to pay GSMA a fee of up to USD \$5,000 per TAC in respect of each breach or misuse requiring investigation or remediation by GSMA, such fee to be determined by GSMA in its sole discretion. You acknowledge that such fees are not intended as a penalty, and are applied to cover the costs of remedial work and ongoing monitoring by GSMA, taking into account the importance of maintaining the international integrity of IMEI and TAC.
- 9.8. If Your Allocated TACs are withdrawn or suspended from the GSMA IMEI Database pursuant to clause 9.7, those TACs and the ME details pertaining to them will not be made available to mobile network operators, regulators or customs agencies. Your devices containing those TACs may therefore cease to function on mobile networks and may no longer comply with regulations in some jurisdictions. You agree that GSMA, RBs and network operators will have no liability in respect of any loss, damage or disadvantage resulting directly or indirectly from TAC withdrawal or suspension.
- 9.9. Upon termination, lapsing, or expiry of this Agreement for any reason whatsoever:
 - (a) You shall cease to purchase TAC Credits, or apply for or receive any TAC Allocations;



- (b) You will automatically forgo any entitlements, rights and privileges You may have under this Agreement, including any TAC Credits held by You, or any outstanding period remaining under Your Subscription Plan;
- (c) no refunds will be payable to You by GSMA, except where:
 - (iii) GSMA terminates this Agreement for convenience pursuant to clause 9.2; or
 - (iv) You terminate this Agreement pursuant to clause 14,
while You currently hold a Subscription Plan, in which case GSMA may offer a pro rata refund for the remaining months in Your Subscription Year, after deducting GSMA's reasonable administration costs;
- (d) termination will be without prejudice to either party's rights and remedies in respect of any breach of this Agreement by the other party, where the breach occurred before the termination of this Agreement; and
- (e) the provisions of clauses 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 of this Agreement, together with such other provisions reasonably required to give effect to those clauses or which by their nature are intended to survive termination, will remain in full force and effect following termination or expiry. For the avoidance of doubt, the grant of rights in clause 7.1 in respect of any properly Allocated TAC which has already been applied to a ME device will remain in effect following termination or expiry of this Agreement.

10. Warranties

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

11. Limitation of Liability

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



12. Force Majeure

- 12.1. Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a party (which may include but not be limited to one or more of the following: governmental regulations; riot; civil unrest; military action; terrorism; earthquake; disease or epidemic; storm; flood; inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority) (a **"Force Majeure Event"**).
- 12.2. A party claiming to be affected by a Force Majeure Event will not be entitled to invoke the provisions of clause 12.1 unless it performs fully the following obligations: (a) on becoming aware of any Force Majeure Event it shall have notified the other party by the most expeditious method then available, giving details of the Force Majeure Event, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay will continue; and (b) it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Force Majeure Event.

13. Notices

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

14. Modifications and Previous Versions of this Agreement

- 14.1. This Agreement supersedes any earlier agreements You may have with GSMA regarding for TAC Allocation. GSMA may amend this Agreement (including the TAC Policies) by not less than 60 days' written notice to You. Your continued use of TAC services following notice of the changes to this Agreement constitutes Your acceptance of the amended Agreement. In the event that such amendments are materially detrimental to You, You may elect to terminate this Agreement on 30 days' written notice to GSMA and Your RB.

15. Agents and Subcontractors

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



16. General

16. 1. This Agreement is the complete, final and exclusive entire agreement between the parties relating to the subject matter and supersedes any and all prior agreements, representations, communications, undertakings, or discussions relating to the subject matter hereof. If there is any conflict of meaning between the documents which are part of this Agreement, the order of precedence will be as follows: the body of these terms and conditions, the schedules, then any TAC Policy or Registration Policies.
16. 2. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.
16. 3. Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.
16. 4. You may not transfer or assign any of Your liabilities or rights under this Agreement to any other person without the prior written consent of GSMA, such consent not to be unreasonably withheld. The GSMA may at any time transfer or assign any of its liabilities or rights under this Agreement to any other entity upon written notice to You.
16. 5. No failure or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. The rights powers and remedies provided in this Agreement are cumulative and are in addition to any rights, powers or remedies provided by law.
16. 6. Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties and/or any RB, or to authorise any party or any RB to act as agent for the other.
16. 7. Except as expressly stated otherwise in this Agreement, each party shall bear full and sole responsibility for its own expenses, liabilities and costs of operation.
16. 8. Subject to clause 14, this Agreement may not be varied, modified, altered, or amended except by Agreement in writing by the parties' duly authorised representatives.
16. 9. This Agreement shall be construed and interpreted in accordance with the laws of England excluding its rules for choice of law and under the exclusive jurisdiction of the English Courts.
16. 10. This Agreement was written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.
16. 11. Save for the provisions in clauses 3.5, 4.3, 9.8 and 11, which may be enforced by GSMA, RBs, network operators and each of their affiliates (as applicable), no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.



SCHEDULE 1

TAC ALLOCATION FEES

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

INDIVIDUAL TAC ALLOCATION

1. **Fee for a single TAC Credit:** The TAC Allocation Fee for each unit of TAC Credit is USD \$400 (“**Individual TAC Credit Fee**”).
2. **Using TAC Credits:**
 - (a) Each TAC Credit entitles You to Apply for one TAC, by following the TAC Allocation process set out in clause 5.
 - (b) Once paid for, TAC Credit purchased by paying the Individual TAC Credit Fee do not have an expiry date. They will only expire as set out in the main body of this Agreement, for example, when the Agreement is terminated.
3. **Annual Fee Cap:** The maximum amount payable by You in any TAC Financial Year for TAC Allocation is capped at USD \$80,000 (the equivalent to Individual TAC Allocation Fees payable for 200 units of TAC) (“**Annual Fee Cap**”). After You have paid up to this amount, TAC are Allocated as required free-of charge to You during the remainder of that TAC Financial Year.
4. **Limits on TAC Credits Held:**
 - (a) Until You have reached the annual threshold of USD \$80,000 / 200 TAC units, You may purchase TAC Credits at any time and in any volume.
 - (b) Once this threshold has been reached, for the remainder of Your TAC Financial Year:
 - (i) You may apply for no more than ten free-of-charge TAC Credits in any one transaction; and
 - (ii) You may hold a maximum of ten free-of-charge TAC Credits at any one time.
 - (c) Free-of-charge TAC Credits automatically expire at the end of the then-current TAC Financial Year, after which time any Open TAC Applications will be subject to payment of Individual TAC Credit Fees pursuant to section 1 of this Schedule, which fall due on submission of the Application and shall be paid before the TAC is Allocated.

TAC ANNUAL SUBSCRIPTION PLAN

5. **Applying for a Subscription Plan:** You may apply to use a Subscription Plan at any time via imeidb.gsma.com or via Your RB, as applicable.
6. **Usage:** During each Subscription Year that You hold a Subscription Plan, You are entitled to receive such volume of TAC Allocations as reasonably required by You. You may open and submit a TAC Application at any time, but may not exceed a maximum of fifty Open TAC Applications at any one time. During Your Subscription Year, You are also entitled to use the Reserved TAC feature as set out in Schedule 2.
7. **Subscription Plan Annual Fees:** Subscription Plan subscribers pay the following Subscription Plan Annual Fee:
 - (a) The Fee for a Subscription Plan is USD \$60,000 per Subscription Year (“**Subscription Plan Annual Fee**”).



- (b) During the Subscription Year, the Subscription Plan Annual Fee applies instead of the Fees set out in Section 1 of this Schedule.
- (c) For the avoidance of doubt, Fees paid or payable for Individual TAC Allocation cannot be credited towards Subscription Plan Annual Fees.

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

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

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

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

10. **Subscription Renewal:**

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

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

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

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

GSMA MEMBER PRICING

13. **GSMA Member Pricing:** Members and Associate Members of the GSM Association are entitled to receive a 10% discount on the Individual TAC Allocation Fees and Subscription Plan Annual Fees. For Individual TAC Allocations the Annual Fee Cap is reduced by 10% to USD \$54,000 per annum.



PAYMENT AND INVOICING

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

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



SCHEDULE 2

RESERVED TAC FEATURE

- Reserved TAC Feature:** The Reserved TAC feature is available to Subscription Plan holders during the term of a Subscription. Where available, the Reserved TAC feature allows You to obtain TAC prior to submitting the TAC Application, solely for pre-release confidential ME device production purposes. GSMA holds Reserved TAC information as confidential, and does not publish Reserved TAC until the relevant TAC is Allocated.
- Requesting Reserved TAC:** Where available, You may request Reserved TAC by accessing your TAC Allocation account at imeidb.gsma.com and selecting "Reserve TAC". You will be prompted to indicate how many Reserved TAC are requested. If approved, Your requested Reserved TAC will be generated and notified to You by email when available.
- Using Reserved TAC:** You may use Reserved TAC in ME device production, however a Reserved TAC is not an Allocated TAC. You must keep confidential Your Reserved TAC. You must use Reserved TAC in device production in compliance with the rules for TAC Allocations (as set out in Section 6 of the main body of these terms and conditions). Failure to comply with these requirements may lead to an unsuccessful TAC application and/or may amount to a material breach of this Agreement. You must not release devices with Reserved TAC into the market for sale or distribution prior to TAC Allocation.
- Allocation of Reserved TAC:** You must complete the full TAC Application process for each Reserved TAC (see Section 5 of the main body of these terms and conditions) prior to releasing your ME devices into the market. Releasing Reserved TAC into a market prior to Allocation constitutes a material breach of this agreement. If You release ME devices with Reserved TAC, without limiting any other right or remedy under this Agreement, GSMA may terminate Your Subscription or withdraw the ability to use Reserved TAC.
- Availability of Reserved TAC:** You may request Reserved TAC up to 50 units at any time during your Subscription Year through the GSMA IMEI Database. You may hold no more than 50 Reserved TAC at any time. On Allocation of Reserved TAC your balance of Reserved TAC decreases and you may request more as required.
- Expiry of Reserved TAC:** Reserved TAC will expire 30 days after a Subscription Plan terms ends unless the Subscription Plan is renewed. If your Subscription Plan expires and you wish to allocate a Reserved TAC before it expires you will be required to pay the current Unit TAC Rate prior to Allocation of the TAC. After 30 days any Reserved TAC not Allocated will be withdrawn, and may not be used by Your organisation in ME devices. You are not entitled to use Reserved TAC once expired and use of such Reserved TAC constitutes a breach of this Agreement subject to the applicable fees/penalties.
- Disclaimer:** By using Reserved TAC in ME device production prior to TAC Allocation, You accept that use of Reserved TAC is at Your own risk. GSMA does not warrant or represent that Reserved TAC shall be Allocated. GSMA accepts no responsibility for loss or damage in the event that a TAC Application relating to a Reserved TAC is unsuccessful.