



"HD Voice" LOGO LICENSE AGREEMENT

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

WHEREAS, Licensor is the owner of the "HD Voice" Logo;

WHEREAS, Licensor has developed the (i) "HD Voice" Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the "HD Voice" Logo with GSM/UMTS, (ii) "HD Voice" Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the "HD Voice" Logo with CDMA2000, (iii) "HD Voice" Logo Minimum Requirements for Terminals for the usage of the "HD Voice" Logo with DECT; and (iv) "HD Voice" Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the "HD Voice" Logo with LTE.

WHEREAS, Licensee desires to use the "HD Voice" Logo;

WHEREAS, Licensee will obtain and meet one or more of the following:

- (i) "HD Voice" Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the "HD Voice" Logo with GSM/UMTS, and / or
- (ii) "HD Voice" Minimum Requirements for Mobile Networks and Terminals for the usage of the "HD Voice" Logo with CDMA 2000, and/or
- (iii) "HD Voice" Logo Minimum Requirements for Terminals for the usage of the "HD Voice" Logo with DECT, and/or
- (iv) "HD Voice" Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the "HD Voice" Logo with LTE as applicable, and will be given the "HD Voice" Logo Usage Guidelines and artworks.

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

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

1. Definitions

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

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

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

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

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

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

1.6 ““HD Voice” Logo Minimum Requirements” shall mean the requirements set forth in Annex C, Annex D, Annex E and Annex F, as applicable, including any revisions as may be made thereto from time to time by Licensor, and communicated with reasonable written notice (which shall be no less than one hundred and ten (110) days) to Licensee, by Licensor. Any revisions to the (i) “HD Voice” Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the “HD Voice” Logo with GSM / UMTS, (ii) “HD Voice” Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the “HD Voice” Logo with CDMA 2000, or (iii) “HD Voice” Logo Minimum Requirements for Terminals for the usage of the “HD Voice” Logo with DECT, or (iv) “HD Voice” Logo Minimum Requirements for Mobile Network and Terminals for the usage of the “HD Voice” Logo with LTE shall only become binding after the notice period has expired. During the notice period, the previous or new version or the applicable Annex, but no combination of the versions, shall apply, at the election of Licensee.

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

2. “HD Voice” Logo License

2.1 Subject to the terms and conditions and with the limitations and exceptions set forth in this Agreement, Licensor, as of the Effective Date, grants to Licensee a non-exclusive, non-transferable right, on a worldwide basis, without the right to sublicense (unless strictly necessary to facilitate the Licensee’s use of the HD Voice Logo as may be required under clause 2.3), during the term hereof, to use the “HD Voice” Logo as specified in Annex A in a range of ways, which may include but shall not be limited to (i) on “HD Voice” products and services, (ii) on packing materials that accompany “HD Voice” products and services, (iii) in advertising and other sales and marketing literature relating to “HD Voice” products and services, including catalogues or brochures, and user manuals for “HD Voice” products and services, or (iv) in electronic images (such as websites) associated with “HD Voice” products and services.

2.2 The “HD Voice” Logo shall be used only in the form and manner specified in the “HD Voice” Logo Usage Guidelines. Licensee is strictly prohibited from using the “HD Voice” Logo in any form other than that which is specifically set forth in the “HD Voice” Logo Usage Guidelines without the prior written permission of Licensor. In the event Licensor revises or otherwise modifies the “HD Voice” Logo Usage Guidelines, Licensee (i) shall be permitted to continue its use of the products, their packaging and any advertising material that were produced or ordered by Licensee prior to Licensee’s notice of the change to the “HD Voice” Logo Usage Guidelines, and (ii) shall be

permitted to continue for ten (10) days after the new guidelines become effective any advertising using the “HD Voice” Logo on the internet and on its websites, provided in all cases that such products, their packaging, advertising material or internet advertising were compliant with the applicable “HD Voice” Logo Usage Guidelines.

2.3 Licensee shall use commercially reasonable efforts to ensure that its distributors', retailers' and vendors' usage of the “HD Voice” Logo in advertising, promotional materials, catalogues or brochures offering Licensee's “HD Voice” products and services for sale shall comply with the “HD Voice” Logo Usage Guidelines and this Article 2.

2.4 Notwithstanding anything in this Agreement to the contrary, if Licensee develops, manufactures, or sells non-compliant products or services, the license of the “HD Voice” Logo granted in this Agreement shall not apply with respect to such non-compliant products and services.

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

3. Self-certification

3.1 Licensee agrees that all of its products and services bearing or marketed using the “HD Voice” Logo shall conform to the applicable “HD Voice” Logo Minimum Requirements Annex(es) and that all uses of the “HD Voice” Logo shall fully comply with the “HD Voice” Logo Usage Guidelines.

3.2 Licensee agrees that it will not sell, market, promote or distribute a product or service bearing the “HD Voice” Logo that is not in full compliance with the applicable “HD Voice” Logo Minimum Requirements. In the event Licensors revises or otherwise modifies the “HD Voice” Logo Minimum Requirements, Licensee shall be permitted to sell, offer, supply and put on the market all products, their packaging, and any advertising material (for products and services) that were released, produced or ordered by Licensee prior to Licensors' notice of the change to the “HD Voice” Logo Minimum Requirements.

3.3 If at any time during the term hereof, Licensors determines, in its sole reasonable judgment that Licensee may be selling, marketing, promoting or distributing a product or service with the “HD Voice” Logo that is not in full compliance with the applicable “HD Voice” Logo Minimum Requirements, then at the written request of Licensors, Licensee shall immediately stop marketing, promoting or distributing the non-compliant product or service with the “HD Voice” Logo and withdraw the “HD Voice” Logo from such non-compliant product or service unless Licensee demonstrates compliance to Licensors' satisfaction, which shall not be unreasonably withheld or delayed, with the “HD Voice” Logo Minimum Requirements.

3.4 If Licensee does not comply with the request of Licensors, Licensors shall have the right to terminate the rights relating to the “HD Voice” Logo granted to Licensee under this Agreement with respect to the product or service upon thirty (30) days prior written notice to Licensee if the breach shall not have been remedied within this thirty (30) day period as set forth in Article 7.2 below.

3.5 The right of termination set forth in Article 3.4 above shall not be exclusive of any other remedies or means of redress to which Licensor may be lawfully entitled, and all such remedies shall be cumulative. Upon termination of Licensee's rights pursuant to Article 3.4, all rights of Licensee granted hereunder relating to the "HD Voice" Logo with respect to the product that failed to meet the "HD Voice" Logo Minimum Requirements shall cease and the termination procedures set forth in Article 7.2 below shall apply to such termination but without otherwise affecting this Agreement in relation to compliant products.

4. Information

4.1 Licensee shall comply with Licensor's reasonable request for cooperation in connection with Licensor's efforts regarding the enforcement or protection of Licensor's rights and interests in the "HD Voice" Logo, to the extent commercially reasonably possible.

4.2 Licensee acknowledges and agrees that Licensor may use the name of Licensee in listings, advertising and/or publicity relating to the "HD Voice" Logo without Licensee's prior consent.

5. Ownership of the "HD Voice" Logo

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

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

6. Warranty and Disclaimer

6.1 LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE "HD VOICE" LOGO AND THE INFORMATION TO BE SUPPLIED TO LICENSEE PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO THE "HD VOICE" LOGO MINIMUM REQUIREMENTS OR THE "HD VOICE" LOGO USAGE GUIDELINES. LICENSOR MAKES NO WARRANTY WHATSOEVER THAT THE USE OF THE "HD VOICE" LOGO BY LICENSEE DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY PERSON. LICENSEE UNDERSTANDS AND AGREES THAT LICENSOR MAKES NO WARRANTY WHATSOEVER THAT ANY MANUFACTURE, USE, SALE, OR LEASE OF "HD VOICE" PRODUCTS OR SERVICES WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES RELATING TO THIS AGREEMENT.

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

6.3 Licensee acknowledges and agrees that Licensor shall not be liable for the actions of any government official, agency or other authority with respect to the enforcement of any law or

regulation applied or relating to “HD Voice” products or services.

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

7. Term and Termination

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

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

7.3 Licensee hereby agrees that the use of the “HD Voice” Logo in any way which is not in compliance with the “HD Voice” Logo Minimum Requirements and the “HD Voice” Logo Usage Guidelines shall constitute a material breach of this Agreement.

8. Notices

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

If to Licensor:

HD Voice Administrator
GSMA
7thFloor
5 New Street Square
London EC4A 3BF
Tel. No: + _____
Fax No.: + 44 (0) 2077592301
hdvoice@gsma.com

With a copy to:

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

If to Licensee:

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

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

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

9. Miscellaneous

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

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

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

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

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

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

9.7 Licensee agrees to all of the terms and conditions of this Agreement on its own behalf and on behalf of its Affiliates. This Agreement shall inure to the benefit of the parties hereto and to each of Licensee’s Affiliates, provided that (i) each such Affiliate shall comply with the terms of this Agreement as those terms apply to Licensee, (ii) nothing herein shall relieve Licensee of any of its

obligations under the terms of this Agreement, (iii) Licensee agrees to ensure that its Affiliates comply with the terms and conditions of this Agreement in the same manner and to the same extent as they apply to Licensee; and (iv) Licensee shall be responsible for the acts or omissions of its Affiliates as if such acts or omissions had been the acts or omissions of Licensee. Without limiting the generality of the foregoing, any breach of this Agreement by an Affiliate shall be deemed by Licensor as a breach by Licensee.

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

9.9 This Agreement shall not be varied, modified, amended or nullified by any means except (i) in writing signed by a duly authorized representative of each party, or (ii) pursuant to the requirements set forth in Clause 1.6 of this Agreement.

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

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

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

GSMA LTD.

Signature

Printed Name

Title

Date

LICENSEE

Signature

Printed Name

Title

Date

Links to key documentation for reference:

Annex A: [“HD Voice” Logo*](#)

Annex B: [“HD Voice” Logo Usage Guidelines and FAQ’s”](#)

Annex C: [“HD Voice” Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the “HD Voice” Logo with GSM/UMTS](#)

Annex D: [“HD Voice” Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the “HD Voice” Logo with CDMA 2000](#)

Annex E: [“HD Voice” Logo Minimum Requirements for Terminals for the usage of the “HD Voice” Logo with DECT](#)

Annex F: [“HD Voice” Logo Minimum Requirements for Mobile Networks and Terminals for the usage of the “HD Voice” Logo with LTE](#)

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