

GC15 Service Terms Document

Service: NMPR Number Intel

THIS IS A TEMPLATE ONLY FOR GC15 REVIEW. A COPY WOULD BE COMPLETED DURING ANY GC15 PROCUREMENT.

Recipero Terms of Service

Contract Details

Customer:	EXAMPLE
Special Terms:	

For and on behalf of Recipero		For and on behalf of Customer
Signature		
Name		
Position		
Date		

Contract Structure

- 1) This contract is made up of two or three documents (which might be presented to you together or separately):
 - a) these Terms of Service; and
 - b) the terms contained in the Services Schedule; and
 - c) depending on service, the GSMA Annex
- 2) If there are any terms set out under "Special Terms" above, those also form part of these Terms of Service and will override anything they conflict with in the rest of the terms below.
- 3) Those documents contain the key points of our contract. Instead of wasting time and expense negotiating and drafting other, non-essential provisions of our contract, we have agreed to allow the general law to regulate matters.
- 4) Because of this, neither you nor we will attempt to impose or include any other terms or conditions, including any standard terms and conditions of business, into our contract. Any attempt to do that, which is not expressly agreed in writing, or which is included in any

purchase order or order acceptance (or similar), will be void (meaning it does not have any legal effect).

- 5) This contract comes into force when it is signed by whichever of you or Recipero is last to sign.

Meanings

- 6) In this contract, certain words and phrases start with upper-case letters or have a special meaning. The following meanings apply to those words and phrases:

Acceptable Use Policy	means the policy set out at https://recipero.com/aup , as the content of that URL (or the URL itself) may be updated from time to time.
Authorised User	means a person, company or other body which you allow to use or access the Services under your account, or to provide any Inputs on your behalf.
Data Protection Legislation	means the European Union's Regulation 2016/679, known as the General Data Protection Regulation or GDPR, and any applicable UK legislation that supplements, modifies, implements, or applies it (including the Data Protection Act 2018 and any Act which replaces it), and includes without limitation, applicable U.S. laws pertaining to the processing of personal data. The terms "personal data", "processor" and "controller" have the meanings given to them in the Data Protection Legislation.
Fees	means the charges for the Services described in more detail in the Services Schedule addressed to you, plus any value-added tax (or similar) at the relevant rate.
Input	means all source data, materials and instructions provided or made available to Recipero by you under this contract to enable provision of the Services.
Intellectual Property	means patents, utility models, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use (and protect the confidentiality of) confidential information (including know-how and trade secrets) and all other intellectual property rights. Some of those rights can be registered or unregistered, but this phrase covers both of those situations. This phrase also includes all rights to apply for (and get) renewals and extensions of any of the rights listed and all rights to claim priority (a technical term about being able to claim that we got there first). In addition, this phrase covers all similar or equivalent rights or forms of protection in any part of the world.
Recipero	means Recipero Ltd a company registered in England and Wales with company registration number 03794898.

Services	means the services described in more detail in the Services Schedule addressed to you.
we, us, our	or related expressions refer to both Recipero and you.
you, your	or related expressions refer to the entity listed under "Customer" in the Contract Details above.

- 7) Any words following "including", "includes", "for example", "in particular" or any similar expression are just illustrative and do not change the meaning of the wider clause they are used in.

Service Details

- 8) Recipero will provide to the Services you, using reasonable skill, care, and diligence.
- 9) If the Services include giving you a right to use any software or user guides made available by Recipero, that right (known as a "licence") is worldwide, goes on for as long as Recipero is providing the Services to you and cannot be taken back by us during that period (except temporarily, as described below, where Recipero has a right to suspend the Services).

You do not become the owner of any Intellectual Property under that licence. Recipero is still allowed to grant the same or similar rights to other people.

You are not allowed to grant your rights under the licence to anybody else (known as "sub-licensing") without our express permission. This does not stop you enabling Authorised Users to benefit from the Services, as described below.

- 10) Recipero fully expects that you will be delighted with the Services. If ever you are not, please say so at the earliest possible opportunity so that we can work together to agree how best to fix things.

Your Service Responsibilities

- 11) You are responsible for ensuring that the Services are suitable for your needs. Recipero recommends that you do not use the Services as the sole basis for any business decision.
- 12) You are responsible for putting and keeping in place, at your own expense, any connectivity, software, and hardware required to enable you to use the Services.
- 13) You acknowledge that, to the extent Recipero relies on you to provide any Input to enable Recipero to provide the Services to you, Recipero is under no obligation to provide those Services where you fail to provide that Input (either at all, or in accordance with the clauses below).
- 14) When providing any Input, you must ensure that:
- a) you have the legal right to provide that Input (including any personal data in that Input) for use by Recipero for the purpose of providing the Services;
 - b) you provide that Input in the format required by Recipero; and
 - c) you keep a copy of that Input.
- 15) The Services may include the provision of APIs (application programming interfaces). If they do, it is your responsibility to ensure you use a supported version of each API (which is generally the current version and the version before it).

- 16) You grant Recipero the right to use any Input to provide the Services to you. That right (known as a "licence") is worldwide, goes on for as long as Recipero is providing the Services to you and cannot be taken back by you during that period.

Recipero does not become the owner of any Intellectual Property under that licence. You are still allowed to grant the same or similar rights to other people.

Recipero can grant the same (but not wider) right to use the Inputs to any third party data source which Recipero uses to provide the Services to you, but otherwise Recipero is not allowed to grant its rights under the licence to anybody else (known as "sub-licensing") without your express permission.

- 17) You must not use the Services outside the scope of any permitted purpose or territorial limits stated in the Services Schedule. In addition, you must keep any information you obtain through the Services confidential (except to the extent this contract expressly says you can share it with others) and only use it for your own legitimate purposes.
- 18) You must, at all times during this contract and your use of the Services:
- a) be fully compliant with all applicable laws, rules and regulations;
 - b) ensure that your employees, agents, and contractors comply with the terms of this contract.
- 19) Where the Services involve us providing you with a device status certificate (or similar), you may (if applicable law allows this) provide a copy of that certificate to a person on whose behalf you checked the device, but you must not charge them for that certificate (or similar).
- 20) You must comply (and ensure that any Authorised User complies) with our Acceptable Use Policy when using the Services. Recipero will notify you of any changes to the Acceptable Use Policy, using any reasonable means available.
- 21) You are at all times responsible for all use of the Services made (including all Inputs provided) by your Authorised Users – Recipero has no responsibility for any such use. Any breach of this contract by an Authorised User will count as a breach by you.
- 22) You are also responsible for ensuring the security of all logins, passwords and other user credentials used by you to access the Services, including those used by your Authorised Users.
- 23) Your Authorised Users have no rights under this contract.

Changes

- 24) Recipero reserves the right to further develop the features and functionality of the Services, including adding or removing features. Sometimes this will happen as a result of changes to the offerings of third party data sources used by Recipero to provide the Services, and sometimes the change will be initiated by Recipero.

In either case, Recipero will give you at least advance notice of any major changes (and as much advance notice as possible of any minor changes) but may not be able to do so where the change is needed to address an urgent security or operational issue, to comply with relevant law, or to address changes imposed by third party data sources with little or no notice. In each of those cases Recipero will tell you about the change as soon as possible afterwards.

For these purposes, a "major change" is one which is backwards-incompatible (assuming you have complied with your obligation to use a supported API, as described above, where this is relevant) or which removes any core features or functionality without providing a functionally-equivalent (or better) replacement. For clarity, a "minor change" is a change which is not major.

- 25) If Recipero makes any major change which you do not like, your only remedy is to terminate this contract by giving at least [INSERT] advance notice, within [INSERT] of Recipero telling you about the major change.

Payment

- 26) Recipero will invoice you for the Fees in accordance with the amounts and timings set out in the Services Schedule addressed to you. You will pay the Fees to Recipero in accordance with those same timings and any additional instructions on the invoice.
- 27) If you pay later than you should, then:
- a) interest will be payable in accordance with applicable law; and
 - b) Recipero is entitled to suspend provision of the Services to you until payment is received (and will not be liable to you for any consequences of that suspension).
- 28) Recipero may increase the Fees with immediate effect by giving notice to you where there is an increase in the direct cost to Recipero which relates to the supplying the Services. This may be due to an increase by a third party data sources increasing its costs or due to any other factor beyond Recipero's control.

If you do not agree with this increase in Fees, your only remedy is to terminate this contract by giving at least [INSERT] advance notice, within [INSERT] of Recipero telling you about the increase.

Information and Personal Data

- 29) Protection of confidential information is dealt with in a separate confidentiality agreement Recipero has with you. This contract does not affect that, except that, if not already addressed, the permitted purpose (or equivalent term) for which each of us may use confidential information under that agreement includes enjoying or enforcing our rights under this contract (including your right to receive the Services).
- 30) Except where expressly set out in this contract, neither of us grants each other any rights over any Intellectual Property.
- 31) To the extent that your provision of any Inputs or our provision of the Services involves either of us providing personal data to each other, each of us handles that personal data as a controller – in particular, Recipero does not act as your processor of personal data (and you do not act as Recipero's processor).
- 32) Each of us will fully comply with our obligations under Data Protection Legislation and all other applicable law when fulfilling this contract.
- 33) We may keep any input to and output from the Services indefinitely, so long as we comply with Data Protection Legislation where it applies and;
- a) to comply with our obligations under applicable law; or
 - b) our own lawful internal record-keeping; or
 - c) for historical analyses for our internal business purposes in respect of which the input or output was originally provided.
- 34) If anyone else claims that your proper use of the Services provided for you by Recipero (including any software or user guides which Recipero makes available to you as part of the Services) infringes their rights, or if any claim or regulatory enforcement action is made or threatened against you because Recipero has breached its obligations under Data Protection Legislation, Recipero will reimburse your losses and costs which you incur as a result, so long as:

- a) you promptly tell Recipero about any claim, action, or threatened claim or action as described above;
- b) you give Recipero full control of the defence of any such claim, action, or threatened claim or action (and do not admit any liability or wrongdoing);
- c) you take reasonable steps to minimise the amounts involved; and
- d) you provide Recipero (or any other party defending the claim), at Recipero's expense, with any reasonably requested assistance needed to respond to the claim.

This clause survives any termination of this contract.

35) If anyone else claims that Recipero's proper use of any Inputs infringes their rights, or if any claim or regulatory enforcement action is made or threatened against Recipero because you have breached your obligations under Data Protection Legislation or any of the restrictions on your use of the Services set out in this contract, you will reimburse Recipero's losses and costs which Recipero incurs as a result, so long as:

- a) Recipero promptly tells you about any claim, action, or threatened claim or action as described above;
- b) Recipero gives you full control of the defence of any such claim, action, or threatened claim or action (and does not admit any liability or wrongdoing);
- c) Recipero takes reasonable steps to minimise the amounts involved; and
- d) Recipero provides you (or any other party defending the claim), at your expense, with any reasonably requested assistance needed to respond to the claim.

This clause survives any termination of this contract.

Duration and Termination

36) This contract will continue until terminated in accordance with the clauses below.

37) Either of us may immediately terminate this contract by written notice if there is:

- a) any material breach by the other party of its obligations under this contract which, if capable of being remedied, is not remedied by the breaching party within a reasonable period specified by the non-breaching party; or
- b) any proceedings in bankruptcy, insolvency or winding-up by or against the other, or the appointment of an assignee for the benefit of creditors or of a receiver, or any similar situation arising.

38) You may also terminate this contract in the circumstances described above under the "Changes" section.

39) Recipero or you may terminate this contract without cause by giving at least [INSERT] advance written notice (email is allowed). If the Services Schedule describes any minimum duration and that notice is given more than [INSERT] before the end of that minimum duration, this contract will not end until that minimum duration has expired.

40) Where you have breached this contract, Recipero may suspend the Services until you remedy that breach. Recipero will notify you when this happens, using the email address provided by you for communications relating to this contract. This does not affect Recipero's rights to terminate based on that breach.

41) When this contract terminates:

- a) you must immediately stop using the Services (including any software and user guides provided as part of the Services) and any flags and other information held or used by you where those are derived from the Services;
 - b) if the Services Schedule describes any minimum duration, Recipero is the party terminating this contract, and that termination happens before the end of that minimum duration, you will pay Recipero all Fees which would have been payable if the contract had lasted for the minimum duration (based on the remainder of the minimum duration and the minimum invoice value stated in the Services Schedule); and
 - c) if you have prepaid any Fees, you are the party terminating this contract, and that termination happens before you have received all Services covered by that prepayment, Recipero will refund you the portion of the Fees for the Services you have not yet received.
- 42) Nothing in the previous clause stops either of us from claiming any other losses we suffer as a result of termination of this contract or the events leading up to termination.
- 43) Any clause in this contract which expressly states that it survives termination, or which by necessary implication is intended to survive termination, will continue to apply after termination.

Other Legal Matters

- 44) This contract does not exclude any liability which, by law, cannot be excluded or limited. The clauses below will be interpreted and applied with this in mind.
- 45) Except as set out below or elsewhere in this contract, Recipero's liability for its own failures in provision of the Services is limited the total Fees paid by you (or already payable by you at the time of the failure) for the Services in question.
- 46) Recipero relies on various third-party data sources to provide the Services. Consistent with the terms offered by those third-party data sources, the data provided to you which comes from those third-party data sources is provided "as is", without warranty of any kind. To the fullest extent permitted by law, Recipero has no liability (of any type and on any basis) to you in respect of any errors or omissions in the Services which are caused by errors or omissions in data provided by those third-party data sources.
- 47) Neither of us will be liable to each other under or in connection with this contract for any loss of profit, loss of opportunity, loss of goodwill, loss of reputation, loss of business, loss of use or any other loss which the law would define as an indirect loss. Nothing in this clause affects your obligation to pay the Fees.
- 48) The above clauses in this "Other Legal Matters" section will survive any termination of this contract.
- 49) Neither of us will do (or allow any of our employees, agents, or contractors, or, in your case, Authorised Users, to do) anything which places the other in breach of the Bribery Act 2010, export controls or any other applicable law.
- 50) Neither of us will be liable for any failure to do something which this contract requires to the extent that:
- a) the failure is due to a situation beyond that party's reasonable control (having taken all reasonable steps to plan for and avoid that situation); and
 - b) that party continues to use all reasonable efforts to mitigate and overcome that situation.
- 51) Because this contract will be substantially performed in England, English Law applies to this contract, its subject matter and its formation. However, to ensure fairness, any disputes arising about any of those things will be exclusively determined under the International

Chamber of Commerce Rules of Arbitration (the "**ICC Rules**"), in the nearest city or major town to where whichever of us is the "respondent" (essentially, the party defending the claim) under the ICC Rules is based or incorporated. This clause survives any termination of this contract.

Recipero Terms of Service – Service Schedule for Customer

Duration

DEPENDS ON GC15 SELECTION

Services Provided and Terms Thereof

REFER TO SERVICES DEFINITION DOCUMENT

Charging for Services

SEE PRICING DOCUMENT

Invoicing and Payment

SEE PRICING DOCUMENT

Recipero Terms of Service – GSMA Annex

Contract Structure

- 1) This annex forms part of the Terms of Service included in Recipero's contract with you and is needed to ensure compliance with the GSMA Contract (as defined below), to enable Recipero to validly provide the Services to you in full.
- 2) With the above in mind, your acceptance of and compliance with this annex is necessary for your receipt of the GSMA Services.
- 3) The terms of this annex override anything they conflict with in the rest of Recipero's contract with you.

Meanings

- 4) In this contract, certain words and phrases start with upper-case letters or have a special meaning. Those words and phrases have the meanings given to them in the Terms of Service and as set out below:

Commerce	(i) Buying, selling, trading, part exchanging, repairing, replacing, refurbishing, storing, delivering, logistic processing or recycling mobile devices. Processing warrantee claims. (ii) Processing mobile device financing transactions. (iii) Activating customer-furnished devices on wireless networks. (iv) Providing device fraud, theft and loss identification, prevention, and remediation solutions. (v) Processing insurance policies, claims or investigating suspected insurance fraud.
data subject	has the meaning given in the Data Protection Legislation.
Eligible Use Cases	means the cases for which the GSMA Device Registry Data may be used; Law Enforcement and Commerce.
GSMA	means GSMA Ltd., a Georgia non-profit corporation with offices located at 165 Ottley Drive, Suite 150, Atlanta, Georgia 30324, USA.
GSMA Device Registry	means GSMA's proprietary international database of devices that have been reported as lost, stolen, or otherwise suitable for use on wireless networks.
GSMA Device Registry Data	means any data contained in GSMA Device Registry.
GSMA Contract	means Recipero's contract with GSMA under which GSMA provides GSMA Data to Recipero.
GSMA Data	means any information or data provided to Recipero by GSMA in support of Recipero's provision of the Services to you.
GSMA Personal Data	means persona data included in the GSMA Data.
GSMA Services	means any aspect of the Services provided to you by Recipero which relies on or entails the provision of GSMA Data.
Law Enforcement	means crime detection, crime investigation, verification of crime reports, mobile device repatriation, customs and excise checking, fraud detection and other law enforcement purposes.

- 5) You may not use GSMA Data in any way that may be considered injurious or detrimental to the GSMA, GSMA contributors, mobile network operators or which brings any of them into disrepute.
- 6) You agree that you may not rely on historical or cached GSMA Data when identifying the current status of a device.
- 7) You agree that Recipero's provision to GSMA of details of any of the following things where required by the GSMA Contract is not a breach of confidentiality by Recipero under any agreement between us:
 - a) your identity and location;
 - b) your status as a customer of the GSMA Services; and
 - c) Recipero's logs of queries made to GSMA (which will only include pseudonymised versions of user IDs).
- 8) You may reveal whether a device is on the GSMA Device Registry and (where available) the make and model of the device in question, but only:
 - a) to the extent that you need to in order to explain a decision you have made based on the device status;
 - b) if you also tell the recipient that the information has been provided by Recipero; and
 - c) if you have recorded the identity of any person to whom you reveal the status and could therefore disclose this to a 3rd party (for example a law enforcement agency or insurer) if requested to do so and permitted to do so by applicable privacy legislation.
- 9) When this contract terminates, you must delete (or, if relevant, return) all information relating to and all copies of any GSMA Data and confirm to Recipero that you have done so, in a form reasonably acceptable to Recipero. You may keep individual reports containing GSMA Data only for the purposes of and to the extent needed for:
 - a) compliance with your obligations under applicable law;
 - b) your own lawful internal record-keeping; or
 - c) historical analyses for your internal business purposes in respect of which your originally requested the GSMA Data via the Services.
- 10) You may not use any copies you keep in accordance with the above clause for any operational purposes, and you may not share those copies with anyone else. In addition, to the extent that any copies you keep include GSMA Personal Data, you must pseudonymise that GSMA Personal Data, except to the extent that applicable law says you cannot.
- 11) You will fully reimburse Recipero to the extent that Recipero has to pay GSMA under the GSMA Contract as a result of or in relation to:
 - a) your use of any GSMA Data outside the terms of this contract; and
 - b) any breach by you or your employees or agents to comply with any of your obligations under this contract and/or in relation to personal data or confidentiality (whether under this contract, another agreement between us, or the applicable law).
- 12) You acknowledge and accept that:
 - a) GSMA is providing data pertaining to a range of devices or device identities that have been provided to GSMA by numerous third-party data sources;
 - b) GSMA, its licensors, contributors and mobile network operators have no responsibility for the accuracy, currency or completeness of the GSMA Data; and

- c) the GSMA Data has been provided voluntarily by contributors who may not use consistent or timely reporting metrics and may not report all lost or stolen devices to GSMA.
- 13) You must treat all GSMA Data as if it contains personal data, whether or not this is the case. This does not change the definition of "GSMA Personal Data" (which applies only to actual personal data contained in the GSMA Data). Regarding GSMA Data you must:
- a) comply with the data protection obligations in this contract;
 - b) comply with local data privacy regulation in countries where you operate;
 - c) limit use of the Services to the Eligible Use Cases;
 - d) regularly communicate your own privacy policy;
 - e) prevent unauthorized access to or manipulation of the GSMA Data; and
 - f) limit access of GSMA Data to authorized employees on a need to know basis.
- 14) You acknowledge that GSMA may suspend the Services if you are subject to a security breach.
- 15) You will allow GSMA an opportunity, on reasonable request, to review and audit your information handling practices to ensure you are complying with your obligations under this contract and Data Protection Legislation.
- 16) You must make sure that anyone you employ or allow to access or process the GSMA Personal Data is legally obliged to keep it confidential.
- 17) You must not appoint or allow anyone (other than an employee, as described above) to process GSMA Personal Data in your behalf without Recipero's prior consent (which Recipero may withhold if GSMA does not provide its consent).
- 18) You must:
- a) tell Recipero and GSMA immediately if you receive any complaint (together with details of the complaint) which alleges a breach of Data Protection Legislation in respect of the GSMA Services, or any of your, Recipero's and GSMA's privacy policies / notices (and give Recipero and GSMA reasonable assistance with responding to that complaint); and
 - b) tell Recipero and GSMA immediately if you receive any request from a data subject to exercise their rights in respect of any GSMA Personal Data (and give Recipero and GSMA reasonable assistance with responding to that request).
- 19) You must also:
- a) tell Recipero and GSMA immediately if you become aware of any breach of this contract or Data Protection Legislation in respect of GSMA Personal Data, any loss of GSMA Personal Data, or any unauthorised actual or attempted disclosure, use, modification or access of GSMA Personal Data, providing relevant details in each case;
 - b) investigate and (to the extent possible) rectify any such situation, including providing Recipero and GSMA with reasonable assistance (at your own expense) with their own responses to such situations, as well as covering Recipero's and GSMA's reasonable costs of complying with any legal notification requirements arising from that situation;
 - c) use all reasonable efforts to prevent a recurrence of such unauthorized act or omission; and
 - d) tell Recipero and GSMA immediately if you are subject to any notice, inquiry or investigation by a data protection authority or a similar body in respect of GSMA Personal Data.

- 20) You acknowledge that:
- a) GSMA may suffer financial and other loss and damage if any unauthorized act occurs in relation to GSMA Personal Data, and that monetary damages may be an insufficient remedy; and
 - b) in addition to any other remedy available at law or in equity, GSMA and its affiliates are entitled to relief by way of injunction or otherwise to prevent a breach of, and to compel the specific performance of, this GSMA annex.
- 21) You agree to indemnify and keep indemnified, and defend at your own expense, Recipero against all costs, claims, damages or expenses incurred by Recipero or for which Recipero may become liable due to any failure by you or your employees or agents to comply with any of its obligations under this contract or the GSMA Contract.
- 22) Recipero reserves the right to terminate the provision of GSMA Data to you if GSMA no longer provides the Services or is prevented from providing the Services to Recipero or you.
- 23) If you breach any of your obligations contained in this annex or if GSMA terminates the GSMA Contract, Recipero shall be entitled to terminate this contract on immediate written notice to you.
- 24) To the extent that this annex grants rights, remedies or benefits to GSMA, GSMA is allowed to enforce this contract as if it was a party to this contract, subject to any limitations in this contract which apply to those rights, remedies or benefits. We do not need GSMA's consent to make any changes to this contract, including changes to any clauses granting rights, remedies or benefits to GSMA.