

APPENDIX 1

RESTRICTED USAGE UNDERTAKING

relating to the EEA3/EIA3 Algorithm.

Between

(COMPANY NAME)

(COMPANY ADDRESS)

.....

.....

.....

hereinafter called: the BENEFICIARY;

and

CCSA, The China Communications Standards Association, 52# Hua Yuan Bei Road, Haidan District, Beijing, P.R. China 100191 (hereinafter called “CCSA”).

or

ETSI, the European Telecommunications Standards Institute, 650 Route des Lucioles, 06921 Sophia Antipolis Cedex, France (hereinafter called “ETSI”).

or

GSM Association, 5 New Street Square, New Fetter Lane, London, EC4A 3BF, United Kingdom hereinafter called “the GSM Association”

hereinafter called: the CUSTODIAN.

Whereas:

For the purpose of this agreement the Algorithm shall mean the following documents:

- TS 35.221 Specification of the 3GPP Confidentiality and Integrity Algorithms EEA3 & EIA3; Document 1: EEA3 and EIA3 specifications
- TS 35.222 Specification of the 3GPP Confidentiality and Integrity Algorithms EEA3 & EIA3; Document 2: ZUC specification
- TS 35.223 Specification of the 3GPP Confidentiality and Integrity Algorithms EEA3 & EIA3; Document 3: Implementors' test data
- TR 35.924 Specification of the 3GPP Confidentiality and Integrity Algorithms EEA3 & EIA3; Document 4: Design and Evaluation Report

CCSA, ETSI and the GSM Association have signed a Management Agreement for the distribution and the licensing of the EEA3/EIA3 Algorithm,

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

1. Approval Criteria:

- a) The BENEFICIARY is a manufacturer who produces or is competent to produce equipment conforming to 3GPP Technical Specifications, or standards based on them, for use by telecommunications operators authorized according to National regulations, and licensed to employ

networks based on 3GPP Technical Specifications where the EEA3/EIA3 Algorithm is incorporated in the equipment.

- b) The BENEFICIARY is a manufacturer who produces or is competent to produce components for equipment conforming to 3GPP Technical Specifications, or standards based on them, for use by telecommunications operators authorized according to National regulations, and licensed to employ networks based on 3GPP Technical Specifications where at least one of the components incorporates the EEA3/EIA3 Algorithm.
- c) The BENEFICIARY is a manufacturer who produces or is competent to produce system simulators for approval testing of systems based on 3GPP Technical Specifications, or standards based on them, where the system simulators include the EEA3/EIA3 Algorithm.
- d) The BENEFICIARY is a telecommunications operator authorized according to National regulations, and licensed to employ a network based on 3GPP Technical Specifications, or standards based on them.
- e) The BENEFICIARY does not comply with the above criteria but adequately represents that it does or may have a legitimate commercial interest in using the EEA3/EIA3 Algorithm.

2. The CUSTODIAN undertakes to give to the BENEFICIARY:

non-exclusive, licence to use or deal with copies of the EEA3/EIA3 Algorithm , in accordance with the conditions prescribed in this agreement.

3. The BENEFICIARY undertakes:

- (a) To use the EEA3/EIA3 Algorithm exclusively for the provision of 3GPP Algorithms components, systems or services to public telecommunications networks based on the 3GPP Platform thus refraining from making any other use of the 3GPP Algorithms or information in the 3GPP Algorithms. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (a), (b) and (c).
- (b) To use the EEA3/EIA3 Algorithm exclusively for the operation of public telecommunications networks based on the 3GPP Platform. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (d).
- (c) To use the EEA3/EIA3 Algorithm exclusively for the purpose as prescribed to it by the CUSTODIAN. This provision shall be applicable specifically to BENEFICIARIES that fulfill Approval Criteria in Section 1 paragraph (e).
- (d) To design equipment to the best of the BENEFICIARY's ability, in a manner that ensures that it cannot be used for any purpose other than to provide the EEA3/EIA3 Algorithm services (as defined in the relevant 3GPP Technical Specifications, present and future) for which it is intended. This provision shall be applicable specifically to BENEFICIARIES that fulfil Approval Criteria in Section 1 paragraph (a), (b), (c), and (e).
- (e) Not to register, or attempt to register, any IPR (patents or the like rights) relating to the EEA3/EIA3 Algorithm.
- (f) To seek licenses under any patents which are essential to use the EEA3/EIA3 Algorithm. (i.e. DACAS).
- (g) To pay to the custodian the requested administrative fee (if any).

4. Liability and Indemnity

- 4.1 The CUSTODIAN shall not be held liable for any loss or damage suffered by the BENEFICIARY (directly or indirectly) incurred as a result of access to or use of the EEA3/EIA3 Algorithm.
- 4.2 The BENEFICIARY shall be liable for and will indemnify the CUSTODIAN (together with its officers, servants and agents) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the CUSTODIAN, whether direct or consequential (including without limitation, economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the BENEFICIARY by a third party claiming relief against the CUSTODIAN by reason of the use by the BENEFICIARY of the EEA3/EIA3 Algorithm.

All disputes which derive from the present undertaking or its interpretation shall be settled by the Court of Justice situated in China in accordance with the procedures of this Court and with the application of Chinese Law regarding questions of interpretation.

The present restricted usage undertaking is made in two originals, one of which is for the CUSTODIAN, the other one for the BENEFICIARY and is valid only when signed by both parties¹.

For the CUSTODIAN

For the BENEFICIARY

(Name, Title)

(Name, Title)

(Date)

(Date)

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