



DATED

28 February 2024

Peru, OSIPTEL

AND

GSMA LTD

AND

GSMA SERVICES LLC

NOVATION AGREEMENT



This **NOVATION AGREEMENT** is made on the 28 of February 2024
BETWEEN

- (1) **Peru, OSIPTEL** with an office at En Calle De La Prosa 136 – San Borja, Lima.
- (2) **GSMA Ltd** with an office at 165 Ottley Drive, Suite 203, Atlanta, GA 30324, United States of America (the “**Transferor**”); and
- (3) **GSMA Services LLC** incorporated in Delaware, with an office at 165 Ottley Drive, Suite 203, Atlanta, GA 30324, United States of America (the “**Transferee**”).

INTRODUCTION

- (A) The Customer and the Transferor are parties to a Device Database Service dated 20/1/2022 (the “**Original Agreement**”).
- (B) As part of an internal reorganisation of the Transferor group of companies, the Transferor wishes to transfer all its rights and obligations under the Original Agreement to the Transferee.
- (C) Each party therefore agrees to novate the Original Agreement in accordance with the terms set out in this agreement (“**Novation Agreement**”), with such transfer to be effected on the date on which the last party signs this Novation Agreement (“**Novation Date**”).
- (D) At the request of the Transferor, the Customer has agreed to release the Transferor from all its obligations under the Original Agreement and to accept discharge of such obligations by the Transferee instead of the Transferor. The Transferee has agreed to assume the obligations of the Transferor under the Original Agreement on the basis it will be entitled to receive from the Transferor the benefit of its rights under the Original Agreement.

AGREEMENT

1. Interpretation

- 1.1 Save where the context otherwise requires, words and expressions defined in the Original Agreement shall have the same meanings when used in this Novation Agreement.
- 1.2 The Parties agree that this Novation Agreement shall be read in conjunction with the Original Agreement. Unless otherwise expressly dealt with in this Novation Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect.

2. Agreement by Customer

- 2.1. The Transferor wishes to transfer all its rights to the Transferee, and to be released and discharged from all its obligations under the Original Agreement, with effect from the Novation Date, in accordance with the terms of this Novation Agreement.
- 2.2. The Customer has agreed to the transfer of all the Transferor’s rights to the Transferee, and to release and discharge the Transferor from all its obligations under the Original Agreement, subject to the Transferee agreeing to be bound by the Original Agreement in place of the

Transferor, with effect from the Novation Date, in accordance with the terms of this Novation Agreement.

3. Release of the Transferor

- 3.1. In consideration of the agreement by the Transferee given in clause 4.1 below, the Customer releases and discharges the Transferor from all its obligations, claims, demands and liabilities arising under the Original Agreement, with effect from and including the Novation Date.
- 3.2. The Transferor indemnifies the Transferee in respect of all obligations, liabilities, losses, damage, cost or expense incurred by the Transferor under the Original Agreement prior to the Novation Date.

4. Agreement by the Transferee

- 4.1. The Transferee agrees with the Customer to observe and perform all the terms of the Original Agreement, with effect from and including the Novation Date, as if the Transferee had been the original party to the Original Agreement in place of the Transferor.
- 4.2. The Transferee indemnifies the Transferor in respect all obligations, liabilities, losses, damage, cost or expense incurred by the Transferor under the Original Agreement prior to the Novation Date.

5. Release of Customer by the Transferor

In consideration of the release given by the Customer in clause 3.1 above, the Transferor releases and discharges the Customer from all obligations, claims, demands and liability arising under the Original Agreement in relation to the Transferor with effect from and including the Novation Date.

6. Contract Amendments

The Customer and the Transferee agree that as from the Novation Date any notice to be given by the Customer under the Original Agreement shall be served on or delivered to the address set out at the start of this Novation Agreement unless and until the Transferee otherwise notifies the Customer.

7. Further Assurance

The parties agree to do such further acts, things and matters and to execute all such further documents (if any) as may be required to give effect to this Novation Agreement.

8. General

This Novation Agreement may be executed in any number of counterparts, all of which will together constitute one agreement.

9. Governing Law

This Novation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, formation or effect is

governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

EXECUTED as an agreement on the last date set out below.

SIGNED for and on behalf of **CUSTOMER:**

Signature: _____

Name: Cecilia Del Carmen Sobrino Ampuero

Position: Directora de la Oficina de Administración y Finanzas

Date: 28 / 02 / 2024

SIGNED for an on behalf of **GSMA LTD:**

Signature: *Louise Easterbrook.*

Name: Louise Easterbrook

Position: C.F.O.

Date: 28 / 02 / 2024

SIGNED for and on behalf of **GSMA SERVICES LLC:**

Signature: *Louise Easterbrook.*

Name: Louise Easterbrook

Position: C.F.O

Date: 28 / 02 / 2024

