**Agreement for SenderID use**

[*The name of Company’s representative*], in one’s capacity as [*Company Position*] of *[the name of Company*], having its registered office at *[full adress]*, having the Fiscal Code […] (hereinafter called the “**Client**”), I hereby approve that, starting with [the date], SMSHIGHWAY Limited (hereinafter referred to as the “**Partner**”) and Telekom Romania Mobile Communications SA (hereinafter referred to as Telekom) to use the SenderID […] (the “**SenderID**” ) starting with [*the date*] for sending commercial messages to end users in **Telekom** network.

In case a future owner of the SenderID (the “Trademark”) or any interested party who owns by any means an intellectual property rights related to the Trademark, shall request the takeover of the SenderID in Telekom’s network, the Partner undertakes to cede the SenderID use to such entity, without any claims of losses or prejudice.

I understand and I agree that Telekom makes no representation or warranty, and hereby expressly disclaims any and all warranties, express or implied, including, but not limited to the manner in which the Label is used in his network via the short number.

I declare that **Telekom** cannot be responsible for the usage of SenderIDin its network for the *[Client*]***,*** the fully responsible for the usage being in charge of [Client] **and SMSHIGHWAY Limited** including the case of breach of the scope, breaching the laws using anticompetition practices, hijacking users, creating the confusions between him and third parties, or creating confusion between his services and third party’s services.

All responsibility in relation to all and any liabilities, damages, costs, losses and expenses incurred by Telekom towards any third party or an authority which arise from a breach of the Partner’s obligations and warranties in relation to use of the SenderID, shall be entirely borne by the Partner, which shall indemnify and hold harmless Telekom against any such liabilities, damages, costs, losses, expenses, including those related to any breach of competition laws by developing anti competition practices, Telekom being exonerated from liability.

Client agrees that Telekom has the right to suspend the transmission of commercial messages in its network using the SenderID if there is a claim by a third party/request from authorities regarding this trademark.

Date:

Client:

Name of Legal Representative:

Position:

Signature:

e-mail address:

phone number: