

CONSULTING SERVICES LICENSE AGREEMENT

THIS CONSULTING SERVICES LICENSE AGREEMENT (the “Agreement”) by and between GlobalPlatform, Inc., a Delaware corporation with its principal place of business at 544 Hillside Road, Redwood City, CA 94062 (“GP”), and the undersigned Licensee (“Licensee”; and Licensee and GP each a “Party” and collectively the “Parties”), is effective as of the date executed by both Parties.

A. GP has developed the Licensed Works (defined below) and generally makes the Licensed Works available to its Full or Participating GP Members (defined below) for non-commercial use;

B. Licensee wishes to use the Licensed Works on a commercial basis, for purposes of providing GP-related Consulting Services (defined below); and

C. GP wishes to permit Licensee to so use the Licensed Works, subject to the terms and conditions set forth herein and any applicable third party rights therein.

Subject to the terms and conditions herein, for good and valuable consideration, including the promises, covenants and payments provided for in this Agreement, the Parties hereby agree as follows:

DEFINITIONS

As used in this Agreement:

“Configuration” means a particular set of features and implementation rules as specified by GP for, or required by, a given GP specification, such as a configuration for mobile or a configuration for government use.

“Direct Qualified Test Product Support” means support services provided by Licensee to an end user of a Qualified Test Product owned or licensed by Licensee, to the extent such services are intended to assist such end user in solving specific problems with such Qualified Test Product.

“Eligible Member” means a Full or Participating GP Member that is in compliance with Sections 2.2(a) and 2.2(b) below.

“Full or Participating GP Member” means a Full Member of GP or a Participating Member of GP, as each is further described in the By-laws of GP.

“GP Compliant Product” means a commercial implementation of a smart card or terminal related product or component that has successfully demonstrated sufficient conformance with the relevant GP specifications at a “Test Fest” conducted by GP.

“GP Lab Testing Services” means the testing, validation and/or certification of proposed GP Compliant Products for purposes of determining whether such proposed GP Compliant Products comply with relevant GP specifications.

“GP Materials” has the meaning ascribed to it in Section 4.0 below.

“GP-related Consulting Services” means any and all consultative, technical or other professional services performed by Licensee (including without limitation, training, support, customization or other services) that utilize, relate to, or otherwise exploit, Licensee’s knowledge of the Licensed Works or any other GP

Materials or portion thereof, including without limitation, Licensee's knowledge of Tests, Test Suites, Configurations, related application layers or GP qualification, validation or certification programs or processes.

"GP Test Product Compliance Program" means the program managed by GP for purposes of validating whether submitted Test Products, smart cards or terminal related products or components, or applying functional evaluation laboratory facilities, are in compliance with applicable GP specifications.

"Improvement" shall mean, with respect to any of the Licensed Works, any invention, discovery, concept, data, information, know-how, suggestion, modification, idea, original expression, working model, prototype or other enhancement or improvement of such Licensed Works, whether patentable or not.

"Intellectual Property" shall mean on a worldwide basis any and all: (i) rights associated with works of authorship, including copyrights thereof; (ii) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; (iii) patents, patent applications, continuations, divisionals, reexaminations, reissues; (iv) designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (vi) applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues thereof now or hereafter in force of the foregoing (including any rights in any of the foregoing) and foreign equivalents thereof.

"Licensed Works" means any and all GP Materials made available to Licensee in connection with the GP Test Product Compliance Program, any Intellectual Property therein, and all related documentation, including any subsequent updates, revisions, Improvements, and enhancements of some or all of the Licensed Works, that GP has developed or may develop in the future and may make available as part of the GP Test Product Compliance Program.

"Qualified Test Product" means a Test Product for which GP has provided written validation at or in connection with an applicable GP "Test Fest" event that such Test Product has satisfactorily demonstrated compliance with the relevant and then current GP specification for the applicable category of Test Product, so long as such validation has not expired, terminated, or been revoked, withdrawn or invalidated.

"Subsidiary" means any entity of which a majority of the outstanding voting securities or interests are owned, either directly or indirectly, by an Eligible Member.

"Test" means the testing of a proposed GP Compliant Product to determine whether the particular version thereof complies with the relevant GP specification.

"Test Product" means any test tool that integrates the Licensed Works or any portion thereof and is created, developed or produced for purposes of testing proposed GP Compliant Products for compliance with relevant GP specifications.

"Test Suite" means a suite consisting of GP testing documentation, GP test scripts and/or other GP Materials, based on a given GP smart card specification and related Configuration, which has been released by GP for purposes of enabling authorized users to develop corresponding Qualified Test Products.

TERMS AND CONDITIONS

1.0 Grant of License. Subject to the terms and conditions of this Agreement, GP hereby grants to Licensee a limited, non-exclusive, worldwide, non-transferable, revocable license to use the Licensed Works solely as necessary for purposes of providing GP-related Consulting Services (the “License”).

2.0 Restrictions, Compliance Obligations, Reporting and Payment.

2.1 Restrictions.

2.1.1 No Copying, Modification, Distribution or Sublicensing. Except as otherwise expressly provided herein or agreed by GP in writing, under no circumstance shall Licensee copy or otherwise use the Licensed Works or any portion thereof for any purpose, including without limitation, for purposes of creating or developing any Test Product or providing GP Lab Testing Services. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Licensee sublicense, publish, modify, distribute, demonstrate, sell, offer for sale, disclose or create derivative works based upon the Licensed Works or any portion thereof without the express written approval of GP.

2.1.2 Copyright/Patent Notice. All reproductions or embodiments of any of the Licensed Works, related documentation or portion of any of the foregoing shall incorporate the legends that appear on such Licensed Works or such other legends as GP may instruct Licensee from time to time.

2.1.3 Restricted Rights. Use, duplication or disclosure by or to the United States government may be subject to Restricted Rights as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7013 (c)(1) and FAR 52.227-19(a)-(d) as applicable (or successor regulations thereto) and Licensee agrees to comply with all such Restricted Rights in connection with its use of any of the Licensed Works.

2.1.4 No Warranties or Guaranties. Under no circumstances shall Licensee make or publish any representation, warranty or guarantee by or on behalf of GP concerning any GP Materials or portion thereof.

2.1.4 Other Restrictions. Licensee shall not under any circumstances use the Licensed Works, GP Materials or any portion of the foregoing for purposes of creating or developing any Test Product or providing GP Lab Testing Services, unless and until Licensee has executed and in effect a corresponding Test Materials License Agreement and/or Qualification and Listing Agreement with GP, as applicable.

2.2 Compliance Obligations. All times while this Agreement is in effect, Licensee must be, or must be a Subsidiary of, a Full or Participating GP Member that (a) is in “good standing” in accordance with the By-laws of GP and (b) pays and continues to pay all fees associated with its GP membership (including without limitation, annual member dues, assessments and any other fees relating to GP membership) within 45 days of the date when due.

2.3 Payment and Reporting. In addition to any applicable payment or other obligations arising from Licensee’s status as a member of GP, Licensee shall, as an in the manner specified below, record, report to GP regarding, and pay to GP the Consulting Fees specified below with respect to, all GP-related Consulting Services performed or provided by Licensee:

2.3.1 Reporting. Within fifteen (15) days after the end of each calendar quarter, Licensee shall provide to GP a report identifying and enumerating all GP-related Consulting Services

performed by Licensee during such calendar quarter (each a "Report"), in each case detailing all such GP-related Consulting Services and the corresponding amount Licensee charged to perform such GP-related Consulting Services.

2.3.2 Fees. On a calendar quarterly basis, with respect to all GP-related Consulting Services performed by Licensee during the applicable calendar quarter, GP will invoice Licensee for an amount ("Consulting Fees") equal to the product of (a) GP's then current consulting rate (the "Consulting Rate") multiplied by (b) the amount Licensee charged for such GP-related Consulting Services. Licensee shall pay each of the foregoing invoices within thirty (30) days of the applicable invoice date. A late fee of 1% per month will apply to all late payments. The current Consulting Rate is set forth on Appendix A hereto. Licensee acknowledges and agrees that GP may change such rate at any time and from time to time upon at least ten (10) days notice (which notice may be delivered by email and shall be deemed delivered upon transmission regardless of anything to the contrary in Section 11.2 below) or by posting a revised fee schedule on the GP web site at www.globalplatform.org (the "GP Website").

2.3.3 Access to Books and Records. Licensee shall prepare and maintain complete and accurate books and records relating to all GP-related Consulting Services, related fees and its use of the Licensed Works. While this Agreement is in effect, and for a period of six (6) months thereafter, GP shall have the right, at its expense and upon reasonable notice, twice per calendar year, to examine, or have examined by an accountant designated by GP, Licensee's books and records in order to determine and verify performance under this Agreement (each such examination, an "Audit"). In the event GP determines, in its reasonable discretion, that Licensee has underpaid the amount of fees owed by Licensee in accordance with this Agreement, Licensee shall reimburse GP for all costs incurred in connection with the applicable Audit, and shall promptly pay to GP the amount of such underpayment, along with all applicable late fees.

3.0 Support and Maintenance. GP shall have no obligation (to Licensee or otherwise) to support or maintain the Licensed Works or any portion thereof.

4.0 Intellectual Property. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges and agrees that the Licensed Works, all Improvements, any and all scripts, tools, computer code or other materials of, or made available by, GP, each portion of each of the foregoing, all right, title and interest in and to each of the foregoing, and any other Intellectual Property of GP (the foregoing, collectively, "GP Materials") shall, at all times, be and remain the exclusive property of GP. Except for the licenses expressly granted herein, nothing in this Agreement shall be construed to convey or license to Licensee or any third party any right, title or other interest whatsoever, and GP hereby expressly reserves all other rights. Upon request, Licensee shall deliver to GP fully executed documents giving full effect to GP's rights, title and interests as contemplated by this Section.

5.0 Confidentiality. For the purposes of this Agreement, "Confidential Information" shall mean the Licensed Works, each portion thereof, all drawings, samples, artwork or computer-generated media pertaining thereto, and any other proprietary or confidential information or materials of GP or its licensors, in any form or media, written or oral, whether or not marked "Confidential". Confidential Information shall not include information that (1) is or becomes generally publicly available through no fault of Licensee; (2) is lawfully obtained from a third party that has the right to make such disclosure; (3) is known to Licensee prior to receipt from GP or any officer, agent, contractor or representative of GP; or (4) Licensee independently develops without use of or reference to any information or materials provided or made accessible to Licensee by GP. Licensee will hold in strict confidence and will not use for any purpose other than purposes within the scope of the License granted hereunder, either before or

after termination of this Agreement, any Confidential Information; provided that Licensee may disclose the Licensed Works to those of Licensee's employees that (a) need access to the Licensed Works in order to perform GP-related Consulting Services and (b) have executed written agreements obligating them to hold the Licensed Works in strict confidence and to use the Licensed Works solely for purposes of performing such GP-related Consulting Services. Licensee will take all reasonable precautions to avoid any use or disclosure of Confidential Information in violation of the terms and conditions of this Agreement. As between Licensee and GP, all Confidential Information is and shall remain the sole property of GP. Upon the termination of this Agreement and Licensee's status as a Full or Participating GP Member, or upon GP's earlier request, Licensee will immediately destroy or deliver to GP (at GP's election) all copies of any Confidential Information that may be in Licensee's possession or control. If Licensee destroys such information, Licensee shall promptly certify such destruction to GP. Licensee acknowledges and agrees that any violation of its obligations pursuant to this Section would cause GP irreparable injury and that damages at law for any such breach would be inadequate and impossible to ascertain. In the event of the breach or threatened breach of any such obligations, in addition to any and all other remedies at law or in equity, GP shall have the right to injunctive relief enjoining any and all threatened or actual activities in violation thereof; and Licensee hereby consents and agrees that temporary and permanent injunctive relief may be granted in any proceedings which might be brought to enforce any such rights without the necessity of posting bond.

6.0 Termination.

6.1 Breach. In the event of any breach of any of the provisions of Section 2.0 by Licensee, this Agreement shall automatically and immediately terminate with no further action of GP; provided that if, at the time of such breach, Licensee is a Subsidiary of an Eligible Member (the "Parent"), and Licensee's only breach of this Agreement is its Parent's failure to pay applicable GP membership fees as provided in Section 2.2(b) above, such termination shall not be effective until the date thirty (30) days after the occurrence of such breach, and such termination shall be ineffective if, within such thirty (30) day period, such fees are paid in full or Licensee becomes an Eligible Member. In the event of any material breach of any other provision of this Agreement by Licensee, GP may terminate this Agreement upon thirty (30) days' written notice to Licensee; provided that such termination shall be ineffective if such breach is cured to GP's satisfaction within the applicable thirty (30) day period.

6.2 Termination for Convenience. Licensee may immediately terminate this Agreement upon written notice to GP. GP may terminate this Agreement for convenience upon sixty (60) days prior written notice to Licensee.

6.3 Litigation. GP may terminate this Agreement or all or part of the licenses granted in this Agreement in the event that any of the Licensed Works, any GP-related Consulting Services or any portion or Licensee's use of any of the foregoing gives rise to a claim against a GP Party (as defined in Section 9.1 below) that contains at least one claim predicated upon the use, sale, offer for sale or performance of any GP-related Consulting Services (a) for which the indemnification of GP Parties in Section 9.0 does not apply or (b) for which Licensee asserts that such indemnification does not apply.

6.4 Licensee's Insolvency, Breach of Confidence. GP may terminate this Agreement immediately upon notice to Licensee if Licensee becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated as bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors, or if Licensee breaches the confidentiality provisions of this Agreement.

6.5 IP Claims. In the event GP suspects, determines or receives notice that the Licensed

Works, any part thereof or any GP-related Consulting Services provided by Licensee, infringes any third-party Intellectual Property right (an “Infringement Claim”), GP may, at its sole option, pursuant to Section 9.2(iii), upon written notice to Licensee, immediately terminate this Agreement or all or part of the licenses granted in this Agreement.

6.6 Rights and Obligations After Termination. Upon termination of this Agreement: (a) Licensee will immediately (i) cease all GP-related Consulting Services and destroy all marketing and other materials relating to the Licensee's GP-related Consulting Services, (ii) while Licensee remains a Full or Participating GP Member, cease all use of the Licensed Works other than such use as is generally permitted for Members of GP of the same class as Licensee and (iii) at such time as Licensee is no longer a Full or Participating GP Member, cease all use of the Licensed Works and (b) all rights and obligations of the Parties hereunder shall terminate, except that the Parties’ respective rights and obligations under Sections 2.1, 2.3 and 3 through 11 of this Agreement shall survive.

7.0 No Warranties. THE LICENSED WORKS AND ALL OTHER GP MATERIALS ARE PROVIDED ON AN “AS IS”, “WHERE IS”, BASIS, “WITH ALL FAULTS” KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GP EXPRESSLY DISCLAIMS, AND LICENSEE EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED WORKS, ALL OTHER GP MATERIALS, AND THE TEST PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.0 No Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GP OR ANY OF ITS PRINCIPALS, MEMBERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, OR PARENT ORGANIZATIONS, BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE LICENSED WORKS, ANY OTHER GP MATERIALS OR ANY TEST PRODUCT, INCLUDING WITHOUT LIMITATION, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES AND DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER MONETARY LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF DAMAGES OR LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT GP WOULD NOT BE ABLE TO PROVIDE THE LICENSED WORKS OR PERFORM HEREUNDER ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS.

9.0 Indemnification; Claims; Insurance.

9.1 Indemnity of GP. Licensee agrees to indemnify, defend and hold harmless GP, its members and affiliated companies, and each of their respective employees, officers, directors and agents (each, a “GP Party”) from all losses, costs, damages, claims and other expenses (including reasonable attorneys’ fees) (collectively, “Losses”) arising out of or in connection with any (a) breach by Licensee of any term or condition of this Agreement or (b) claim that a third party Intellectual Property right is infringed in connection with the use, importation, provision, performance, sale or offer for sale by Licensee of any GP-related Consulting Services (or any other service, product, process, or system which implements or relies on the Licensed Works or any portion, Improvement or derivative thereof), either alone or in combination with other services, products, processes or systems.

9.2 Avoidance of Claims and Mitigation of Damages. In the event that GP becomes aware of a potential claim of infringement with respect to the Licensed Works or any portion thereof that has been or may be asserted against GP, Licensee or any third party, GP may in its sole discretion (i) modify such Licensed Works so as to avoid such infringement or potential claim, (ii) procure for Licensee the right to continue using such Licensed Works or (iii) terminate any or all of the licenses granted in this Agreement pursuant to Section 6.5 above with respect to such Licensed Works. In the event that GP modifies the Licensed Works pursuant to this Section 9.2, Licensee shall promptly upon written notice thereof from GP cease providing GP-related Consulting Service that incorporate, reference or implement the unmodified version of the Licensed Works.

9.3 Insurance. At all times while this Agreement is in effect, Licensee shall procure, maintain and keep in full force and effect for GP's mutual benefit, at Licensee's sole cost and expense, the following types of insurance and minimum coverage amounts: (i) a fully-paid commercial general liability insurance policy, alone or in combination with umbrella liability insurance, with a combined single limit of at least \$1,000,000 and an annual aggregate limit of at least \$2,000,000 with respect to bodily injury, personal injury, and property damage; and (ii) professional liability or errors and omissions insurance with a limit of at least \$2,000,000 per claim and an annual aggregate limit of at least \$2,000,000. If the policies described above are claims made policies, Licensee shall maintain such insurance in force for not less than one year after the termination of this Agreement. Upon request, Licensee shall submit certificates of said policies to GP evidencing that the required coverages are in effect. Licensee shall provide at least ten (10) days notice to GP prior to any cancellation or reduction of any required coverage, and shall provide written notice to GP promptly upon receiving notice from any insurer that any such insurance policy will be or has been cancelled or subject to a reduction in coverage.

10.0 Compliance with Laws and Export Regulations. To the extent applicable, Licensee agrees to comply with the US Export Administration Regulations and all other applicable laws and regulations governing export, import or use of encryption products and technology.

11.0 Miscellaneous Provisions.

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the choice of law provisions of the State of California or any other jurisdiction. Each Party consents to the exclusive jurisdiction and venue of the state and federal courts within the State of California.

11.2 Notices. All notices required under this Agreement shall be in writing. Except as otherwise provided in this Agreement, notice shall be deemed given when delivered in person or one (1) day after deposit for overnight delivery upon written verification of receipt. Notices and correspondence to GP shall be sent to the attention of the Secretariat at the address for GP set forth above (or such other person or address as GP may designate in writing), except as may be required or permitted by specific Sections of this Agreement. Except as otherwise provided in this Agreement, notices and correspondence to Licensee shall be sent to the person and address identified by Licensee in the attached Licensee Registration Form (which is incorporated herein by this reference) or such other person or address as Licensee may designate in writing by notice in accordance with this Section.

11.3 Nonassignability. Licensee, by operation of law or otherwise, may not assign or otherwise transfer any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of GP, which consent shall not be unreasonably withheld. Any attempt to do so is void.

11.4 Waiver. The waiver, express or implied, of any breach of this Agreement will not waive any subsequent breach of the same or a different kind.

11.5 Headings. The headings to the Sections and subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

11.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

11.7 Attorney's Fees. In the event of any action, suit or proceeding brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to receive its costs, expert witness fees, and reasonable attorneys fees and expenses, including costs and fees on appeal.

11.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed omitted to the extent required, the remaining terms shall remain in full force and effect, and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby so long as the intent of the Parties can be preserved.

11.9 Entire Agreement; Amendment. This Agreement (including any exhibits, schedules or appendices attached hereto or referenced herein, each of which is incorporated herein by this reference) sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any and all prior agreements between the Parties regarding such subject matter. Except as expressly provided herein, no modification or waiver of this Agreement or any exhibit, schedule or appendix hereto shall be binding unless it is in writing and signed by both Parties.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

ACCEPTED AND AGREED TO BY:

LICENSEE:

Licensee Name: _____
(please print complete name of Licensee company)

Signature: _____

Print Signatory Name: _____

Signatory Title: _____

Signatory Email: _____

Date: _____

ACCEPTED AND AGREED TO BY:

GLOBALPLATFORM, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee Registration Form

This Licensee Registration Form is to be completed by Licensee and attached to the accompanying Consulting Services License Agreement between the Licensee identifies below and GlobalPlatform, Inc.

Licensee Company Legal Name: _____

Licensee Company existing under the laws of: _____

Address of Licensee's registered office: _____

Licensee Contact Name: (for legal notices) _____

Licensee Contact Email address (for legal notices): _____

Licensee Contact Telephone Number: _____

Licensee Contact Facsimile Number: _____

Licensee Business Contact Name: _____

Business Contact Email address: _____

Business Contact Phone number: _____

Business Contact Facsimile number: _____

Form Prepared By: _____

(please print name and title)

Date: _____

Appendix A

Consulting Rate

Consulting Rate: 10%* of the amount charged by Licensee to perform GP-related Consulting Services.

*Subject to change at any time upon at least ten (10) days prior notice in accordance with the Agreement.