

## GLOBALPLATFORM SECURITY LABORATORY RELATIONSHIP AGREEMENT

This document (the "Agreement") is an agreement between GlobalPlatform, Inc. ("GP"), with offices at 544 Hillside Road, Redwood City, CA 94062, and the undersigned laboratory ("Evaluation Laboratory"), and shall be effective as of the date that both GP and Evaluation Laboratory (each sometimes referred to herein as a "party" and collectively as the "parties") have executed below (the "Effective Date").

Whereas, Evaluation Laboratory would like to submit for accreditation as a GP Accredited Laboratory (defined below); and

Whereas, subject to the terms and conditions of this Agreement, GP is willing to provide a Letter of Accreditation (defined below) for Evaluation Laboratory.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the Terms and Conditions set forth in the following pages of this Agreement.

### **Evaluation Laboratory**

Name:			
Business Address:			
State/Province: City:	Country:	Postal Code:	

### **Laboratory Facility Details (if different than above)**

Address:			
State/Province: City:	Country:	Postal Code:	

Please check here if you **do not** want this accreditation to appear on the GlobalPlatform web site.

### **Evaluation Laboratory Contact**

Name:	Title:	
Direct Telephone Number:	E-mail:	
Location:	Fax:	

### **Finance and Invoice Contact**

Name:	Title:	
Direct Telephone Number:	E-mail:	
Location:	Fax:	

## Terms and Conditions

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Evaluation Process" means the security evaluation process detailed in this Agreement and the TEE Certification Process Document.

"Full or Participating GP Member" means a Full Member of GP or a Participating Member of GP, which has selected the TEE Committee for participation purposes, as each is further defined in the By-laws of GP, and remains in 'good standing,' as further defined in the By-laws of GP.

"GP Accredited Laboratory" means a laboratory and/or facility that performs the Evaluation Process and has been accredited by GP under this Agreement, pursuant to the TEE Certification Process Document.

"GP Website" means GP's website located at [www.globalplatform.org](http://www.globalplatform.org), and any successor or replacement web site thereto managed and operated by GP.

"GP-related Consulting Services" means any and all consultative, technical or other professional services performed by Evaluation Laboratory (including without limitation, training, support, customization or other services, but specifically excluding those security evaluation services performed under or pursuant to the Evaluation Process and for which Evaluation Fees (defined below) are payable pursuant to this Agreement) that utilize, relate to, or otherwise exploit, Evaluation Laboratory's knowledge of the Licensed Works or portion thereof, including without limitation, Evaluation Laboratory's knowledge of tests, test suites, test plans, configurations, related application layers or GP qualification, validation or certification programs or processes.

"Letter of Accreditation" means the written, formal recognition and acknowledgment of accreditation under this Agreement, provided by GP to a GP Accredited Laboratory with respect to a specified facility of that GP Accredited Laboratory.

"Licensed Works" means any and all GP materials, including but not limited to any and all scripts, tools, test plans and computer code, and any other materials or information of GP made available to Evaluation Laboratory in connection with this Agreement or otherwise, any intellectual property rights 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.

"Product" means a TEE product, which includes any device or system-on-chip (SOC) embedding a TEE, submitted for assessment under the Evaluation Process.

"Provider" means the entity submitting a Product for security evaluation assessment under the GP Evaluation Process.

"Security Requirements" means collectively the most recent version (unless GP specifies an earlier version) of the GP TEE Protection Profile, GP TEE Evaluation Methodology and GP TEE Attack Catalog, and all amendments, modifications and upgrades as adopted by GP from time to time.

"TEE" means Trusted Execution Environment.

"TEE Certification Process Document" means the most recent version (unless GP specifies an earlier version) of the GlobalPlatform Technology TEE Certification Process, based on the Security Requirements, and all amendments, modifications and upgrades as adopted by GP from time to time. This document is currently available at <http://www.globalplatform.org/TEECertification.asp>.

2. Security Evaluation Services. In connection with its performance of security evaluations under or pursuant to the Evaluation Process and/or this Agreement:

- 2.1 Accepting Products. During the Term of this Agreement, the Evaluation Laboratory shall accept Products directly from Providers to perform GP security evaluations, as may be requested from time to time by GP. Evaluation Laboratory will accept Products for security evaluation pursuant to this Agreement and negotiate separate agreements between the Provider and the Evaluation Laboratory. The Evaluation Laboratory is free to establish its own terms and conditions for security evaluation, including, without limitation, pricing, priorities and indemnities; provided that such terms and conditions are not inconsistent with the Evaluation Laboratory's obligations to GP under this Agreement. The Evaluation Laboratory shall perform all Product security evaluations in connection with the Evaluation Process in a professionally competent and timely manner, through laboratory facilities that are owned and operated by the Evaluation Laboratory and with respect to which the Evaluation Laboratory has a valid and effective Letter of Accreditation (each an "Accredited Facility" and collectively "Accredited Facilities").
- 2.2 Certain Prohibitions. The Evaluation Laboratory is prohibited from prescribing, or directing the Provider to use, any particular Product design, or otherwise evaluating any Product designed to its own specifications. All Evaluation Laboratory activities shall be conducted in a manner as to not show partiality or provide for outside influence on test and evaluation processes. The Evaluation Laboratory shall not perform security evaluations on any Product in which it has any ownership or vested interest. The Evaluation Laboratory will limit its activities for Providers requesting security evaluations under the Evaluation Process to assessing the compliance of designs proposed by the Provider. The Evaluation Laboratory will not provide design solutions or concepts to any Provider to which it also provides security evaluation services under or pursuant to the Evaluation Process or this Agreement. Employees of the Evaluation Laboratory shall not perform design activities on any products for which the Evaluation Laboratory is also performing conformance security evaluations. Specifically, Evaluation Laboratory personnel shall not have: a) designed, b) developed original documentation for, or c) built, coded, or implemented any part of the Product to be tested. If the corporate group to which Evaluation Laboratory belongs has a design organization, that corporate group shall be organized such that: a) the Evaluation Laboratory has no ownership in the design organization, b) the Evaluation Laboratory has completely separate management from the design organization, and c) business between the Evaluation Laboratory and the design organization is performed under contractual agreements. For purposes of the foregoing, "corporate group" means a group of affiliated legal entities and/or the respective divisions, units and/or departments of any such entity or group of affiliated entities; and "design organization" means any legal entity or division, unit or department within a corporate group, which engages in product design.
- 2.3 Security Guidelines. The Evaluation Laboratory shall conduct all Evaluation Process tests through its Accredited Facilities and in accordance with this Agreement and the Security Requirements.
- 2.4 Security Evaluation Laboratory Requirements. The Evaluation Laboratory shall comply with GP's security evaluation laboratory requirements, as set forth herein and in the TEE Certification Process Document as may be amended from time to time. As further described in the TEE Certification Process Document, an Evaluation Laboratory must (among other things): (a) be a Full or Participating GP Member in good standing; (b) be a participant in the TEE Security Laboratory and TEE Attack Expert Working Groups within the GP TEE Committee; (c) have a valid ISO 17025 certificate and accreditation of a recognized certification scheme; (d) have appropriate TEE expertise and training; and (e) maintain Insurance as defined in this Agreement. The TEE Certification Process Document specifies certain business and other requirements that must also be met and adhered to.
- 2.5 Results of Test. For all Products tested under this Agreement using GP's Security Requirements, the Evaluation Laboratory shall communicate the corresponding results (interim or final, as the case may be) to the Provider and, upon authorization by such Provider, to GP, all in accordance with such communication procedures as may be specified and amended by GP from time to time. The Evaluation Laboratory shall produce and provide to the Provider, with respect to each Product tested, a vendor test report on the observations of the test. GP, not the

Evaluation Laboratory, shall be the final party to determine whether a particular Product satisfies the requirements of the Security Requirements. Under no circumstances shall the Evaluation Laboratory communicate or disclose to any third party, including to a Product manufacturer or any Provider that a Product has or has not been approved by GP. All security evaluation observations and associated calculations by the Evaluation Laboratory shall be permanently recorded at the time they are made irrespective of whether they are subsequently transcribed. The Evaluation Laboratory shall record the status of GP Product security evaluations in such a manner as to ensure provision of an accurate status of progress throughout the security evaluation when requested by GP. All records (e.g., documents submitted by the Provider and test results (e.g. reports generated during the evaluation) shall be maintained and made available (if authorized by the Product Provider) to GP upon request as set forth in the TEE Certification Process Document. The Evaluation Laboratory shall ensure through its agreements with Providers that the Evaluation Laboratory has all rights, permissions and authorizations of the Provider that are reasonable, necessary and appropriate in order to enable it to fully comply with all of its disclosure and related obligations under this Agreement and in connection with the Evaluation Process.

2.6 Fees. Evaluation Laboratory shall pay to GP such fees as set forth in the TEE Certification Process Document and/or on the GP Website, in accordance with the payment terms set forth therein ("Evaluation Fees").

3. Risk of Loss. The Evaluation Laboratory shall be solely responsible for the physical safekeeping of all Products and Security Requirements in its possession and shall maintain at all times during the Term of this Agreement, the insurance policies required pursuant to this Agreement.

4. Confidentiality.

4.1 Generally. Restrictions on Use and Disclosure. Except as set forth in this Section 4, each party and their respective employees, officers, directors, and authorized agents ("Personnel") shall use Confidential Information of the other party only for the purpose of performing Evaluation Laboratory's obligations under this Agreement, and GP evaluating compliance of Products with the Security Requirements and/or Evaluation Laboratory's compliance with the Laboratory Requirements (including but not limited to reporting such compliance as contemplated by the Security Requirements and Evaluation Process), and for no other purpose whatsoever. Neither party nor any of its personnel shall disclose any Confidential Information of the other party to any third party without the other party's prior express written consent in each instance except as otherwise permitted herein. Evaluation Laboratory shall restrict disclosure of Confidential Information to those of its Personnel who have a need to know such Confidential Information for the purposes of this Agreement and have agreed in writing to restrict their use and disclosure thereof in a manner consistent with the terms of this Agreement. Without limiting the foregoing obligations, Evaluation Laboratory shall take all reasonable precautions to prevent the unauthorized use or disclosure of any Confidential Information in its possession or control during the term of this Agreement and thereafter, subject to Section 4.2 below.

4.2 Exceptions. Either party's obligations under Section 4.1 above shall not apply to Confidential Information to the extent that the receiving party can prove by written documentation that such Confidential Information:

4.2.1 Was already known to the receiving party or its Personnel prior to its first disclosure to receiving party in connection with this Agreement; or

4.2.2 is disclosed to receiving party or its Personnel without obligation of confidentiality from a third party who has the right to disclose such information without restriction;

4.2.3 is or becomes publicly available through no fault of the receiving party or its Personnel;  
or

- 4.2.4 is independently developed by receiving party or its Personnel without any use of Confidential Information disclosed pursuant to this Agreement.
- 4.2.5 Notwithstanding anything contained herein or any other agreement to the contrary, the receiving party may disclose Confidential Information to:
- (a) the extent that it is so ordered by a court of competent jurisdiction or by any other governmental, administrative or quasi-judicial entity; and
  - (b) the extent it is subject to a request in any litigation in which recipient is a party provided, however, that recipient provides to discloser prompt written notice of such request prior to such disclosure and provides reasonable information and assistance to discloser, at discloser's request, to contest or limit such request.
- 4.2.6 In addition, notwithstanding anything contained herein or any other agreement to the contrary, and regardless of whether such information constitutes Confidential Information of the Evaluation Laboratory, GP may disclose to:
- (a) GP's personnel: (i) a list of evaluation laboratories that have scheduled or submitted Products for security evaluation and (ii) with respect to all Products submitted under this Agreement, the corresponding security evaluation status, results and issues; and
  - (b) any third party that is subject to confidentiality obligations similar to those set forth in this Section 4, any summary or cumulative information (such as, but not limited to, test benchmarking and processes) that GP, in its sole discretion, deems appropriate in connection with aligning security evaluation standards and platforms.

4.3 Return or Destruction. Upon the earliest of the termination of this Agreement or GP's demand, unless and to the extent otherwise agreed by GP pursuant to a separate written agreement, Evaluation Laboratory shall promptly return to GP all GP property and all Confidential Information of GP. Alternatively, if so directed by GP, Evaluation Laboratory shall destroy all Confidential Information, and all copies thereof, in Evaluation Laboratory's possession or control, and shall provide a certificate signed by an officer of Evaluation Laboratory that certifies such destruction in detail acceptable to GP.

4.4 Confidential Information. "Confidential Information" means all information or material that (i) relates to (A) the Provider or any Products, (B) the Security Requirements, or (C) the testing or test results of any Products under or in connection with the Evaluation Process (except that notwithstanding anything to the contrary herein or elsewhere, GP shall be permitted to publicly disclose whether a particular Product has satisfactorily complied with the Security Requirements and related Product listing information as contemplated by the Evaluation Process) and (ii) is provided by GP or is marked confidential or bears a marking of like importance. Such marking must be sufficiently specific to enable the recipient to identify the information considered to be Confidential Information by the discloser. Information disclosed by Evaluation Laboratory in a non-tangible form will be considered Confidential Information only if the discloser identifies such information in writing to the recipient within thirty (30) days of the initial disclosure.

## 5. Competency.

5.1 GP Recognition. Neither the Evaluation Laboratory nor any Accredited Facility thereof shall accept any Products for GP Product security evaluation unless the Evaluation Laboratory, and all physical facilities that will be involved in the security evaluation, have first undergone an assessment and been formally recognized as an Accredited Facility by GP for GP Product security evaluation under the Evaluation Process, which assessment may be carried out directly by GP or through a third party assessor selected by GP. GP shall be free to establish the terms

and conditions of the assessment, the purpose of which is to ensure that the Evaluation Laboratory and the facilities engaged in the security evaluation meets GP's generally applicable standards for test facilities performing GP Product security evaluations. When a third party assessor is used, Evaluation Laboratory agrees to pay all fees incurred to conduct such assessment directly to the assessor. Once satisfactory assessment is completed, GP shall be permitted to identify the Evaluation Laboratory's name, and its recognized facilities and related information, on the GP Website, or in such other publications as may be released by GP from time to time, which detail all Product security evaluation facilities that have satisfactorily met GP's security evaluation standards.

- 5.2 Periodic Audits. In addition to any audit rights that may exist in the TEE Certification Process Document, and unless GP otherwise has good cause for additional periodic audits, GP may perform periodic assessments (not more often than once every 12 months) to assess whether the Evaluation Laboratory, and each of its Accredited Facilities engaged in security evaluations, continues to meet GP's generally applicable standards for test facilities performing GP Product security evaluations. When a third-party assessor is used, the Evaluation Laboratory shall pay the assessment fees directly to the assessor.
- 5.3 Interim Proficiency Assessments. In addition to the audit described in Section 5.2, from time to time, and not more than once per calendar year, the Evaluation Laboratory, and each of its Accredited Facilities engaged in security evaluations, shall perform proficiency tests requested by GP. GP shall be free to establish the terms and conditions of the assessment, the purpose of which is to assess whether the Evaluation Laboratory, and each of the Accredited Facilities engaged in security evaluations, is performing Product security evaluations in accordance with GP's Security Requirements.
- 5.4 Witnessing Security Evaluations. The Evaluation Laboratory shall (a) permit GP (or its designee) to observe any GP Product security evaluation performed under this Agreement and shall follow any reasonable requests made by GP in connection with such visits regarding the manner of conducting any or all such security evaluations, in each case, at Evaluation Laboratory's sole cost and expense.
- 5.5 Accreditations and Certifications. The Evaluation Laboratory shall provide evidence of all accreditations claimed. These may include accreditation under the relevant national implementation of ISO/IEC 17025 (Criteria for the competence of testing and calibration laboratories), ISO 9000 (Quality management systems), ISO 15408 (Common Criteria for IT security evaluations) or other similar international, national, or industry standards.
- 5.6 Related Equipment. Equipment used to drive Products under security evaluation or to carry signals transmitted from or received by the Products under security evaluation under the Evaluation Process shall be under the control of the Evaluation Laboratory for the duration of the test. The Evaluation Laboratory shall obtain periodic calibration certificates for all such equipment at the Evaluation Laboratory's cost. Where the Evaluation Laboratory uses equipment that is owned by a third party, the Evaluation Laboratory shall secure the right for GP or the Evaluation Laboratory to periodically check the calibration records of such equipment, to assure that equipment has been calibrated to manufacturer's specifications. Where it is not practicable to conduct all security evaluations on a single test sample, security evaluations may be performed on representative samples. Where more than one test sample is used and where separate samples are tested, each security evaluation sample shall be separately identified together with precise details of the tests performed on it.

## 6. Consulting Services.

- 6.1 Grant of License. Subject to the terms and conditions of this Agreement, GP hereby grants to Evaluation Laboratory a limited, non-exclusive, worldwide, non-transferable, revocable license to use the Licensed Works solely on an internal basis as necessary for purposes of providing GP-related Consulting Services (the "License").

## 6.2 Restrictions.

- 6.2.1 No Copying, Modification, Distribution or Sublicensing. Except as otherwise expressly provided herein or agreed by GP in writing, under no circumstance shall Evaluation Laboratory 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 testing services. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Evaluation Laboratory 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.
- 6.2.2 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 Evaluation Laboratory from time to time.
- 6.2.3 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 Evaluation Laboratory agrees to comply with all such Restricted Rights in connection with its use of any of the Licensed Works.
- 6.2.4 No Warranties or Guaranties. Under no circumstances shall Evaluation Laboratory make or publish any representation, warranty or guarantee by or on behalf of GP concerning any Licensed Works or portion thereof.

## 6.3 Payment and Reporting. In addition to any applicable payment or other obligations arising from Evaluation Laboratory's status as a member of GP, Evaluation Laboratory shall, as and 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 Evaluation Laboratory:

- 6.3.1 Reporting. Within fifteen (15) days after the end of each calendar quarter, Evaluation Laboratory shall provide to GP a report identifying and enumerating all GP-related Consulting Services performed by Evaluation Laboratory during such calendar quarter (each a "Report"), in each case detailing all such GP-related Consulting Services and the corresponding amount Evaluation Laboratory charged to perform such GP-related Consulting Services.
- 6.3.2 Fees. On a calendar quarterly basis, with respect to all GP-related Consulting Services performed by Evaluation Laboratory during the applicable calendar quarter, GP will invoice Evaluation Laboratory 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 Evaluation Laboratory charged for such GP-related Consulting Services. Evaluation Laboratory 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 B hereto. Evaluation Laboratory 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) or by posting a revised fee schedule on the GP Website.
- 6.3.3 Access to Books and Records. Evaluation Laboratory 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, Evaluation Laboratory'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 Evaluation Laboratory has underpaid the amount of fees owed in accordance with this Agreement, Evaluation Laboratory 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.

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

6.5 Intellectual Property. Notwithstanding anything to the contrary in this Agreement, Evaluation Laboratory acknowledges and agrees that the Licensed Works and all intellectual property rights in or thereto 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 Evaluation Laboratory or any third party any right, title or other interest whatsoever, and GP hereby expressly reserves all other rights. For purposes of this Agreement, "intellectual property rights" means, 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.

7. Public Statements. GP shall have the right to publicly announce that the Evaluation Laboratory has entered into this agreement with GP, as well as any subsequent accreditations provided by GP. Subject to GP's prior written approval, during the Term only, the Evaluation Laboratory may publicly announce that it has entered into this Agreement with GP. Unless otherwise authorized by GP in writing, the Evaluation Laboratory shall not make any other public statements regarding this Agreement or the arrangements contained herein. GP may publish, in connection with documentation supporting GP's test process, contact information about those facilities including the Evaluation Laboratory, and each of its Accredited Facilities engaged in security evaluations, recognized by GP to perform certain GP Product security evaluations. The Evaluation Laboratory acknowledges that GP intends to enter into agreements similar to this Agreement with other Evaluation Laboratories, and that such other Evaluation Laboratories may also be listed by GP.

8. Indemnity. Except to the extent solely caused by GP's gross negligence or willful misconduct, the Evaluation Laboratory shall indemnify, defend and hold harmless GP, GP's members, and each of GP's and GP Member's subsidiaries, member financial institutions, and their respective directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties, or other costs brought against the Indemnified Parties arising from: (i) any breach of this Agreement or failure by Evaluation Laboratory or any of its facilities to perform any tests in accordance with or to otherwise comply with GP's Security Requirements; (ii) any negligent act or omission by Evaluation Laboratory or any of its facilities or its or their willful misconduct; and (iii) any action or the use of any device, product, system or methodology that has not been expressly required by GP. EXCEPT FOR DAMAGES CAUSED BY WILLFUL MISCONDUCT OF A PARTY OR BY BREACH OF SECTION 4 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO INDEMNIFICATION OWED BY EVALUATION LABORATORY TO GP FOR THIRD PARTY CLAIMS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY,



GP'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).

9. Insurance. The Evaluation Laboratory shall comply with the insurance requirements set forth in Appendix A, as may be amended from time to time in writing by GP, and shall maintain all other insurance as required by applicable law.

10. Technology License.

10.1 Grant. GP hereby grants the Evaluation Laboratory a royalty-free, revocable, non-transferable, non-assignable license to use all Licensed Works delivered by GP to the Evaluation Laboratory in connection with this Agreement (including Security Requirements), as may be necessary to permit GP Product security evaluations during the Term. Except as otherwise expressly provided in this Agreement or in a separate written agreement with GP, the Evaluation Laboratory may use such Licensed Works solely for purposes of carrying out GP Product security evaluations under this Agreement or to facilitate Evaluation Laboratory's efforts to assist vendors in developing products that will be submitted for GP Product security evaluation. ALL LICENSED WORKS ARE PROVIDED ON AN "AS IS" BASIS, "WITH ALL FAULTS" KNOWN AND UNKNOWN, AND WITH NO WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GP EXPRESSLY DISCLAIMS AND EVALUATION LABORATORY EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR ANY PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

10.2 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, Evaluation Laboratory 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 Evaluation Laboratory the right to continue using such Licensed Works or (iii) terminate any or all of the licenses granted in this Agreement with respect to such Licensed Works upon written notice. In the event that GP modifies the Licensed Works pursuant to this Section, Evaluation Laboratory shall promptly upon written notice thereof from GP cease providing security evaluations under the Evaluation Process and/or GP-related Consulting Service that incorporate, reference or implement the unmodified version of the Licensed Works.

11. Term.

11.1 Term. This Agreement shall commence on the Effective Date and shall continue thereafter for a term ending as of the effective date of termination pursuant to this Section 11 (the "Term").

11.2 Termination. Either party shall have the right to terminate the Agreement at any time during the Term, with or without cause, by delivering written notice of its intent to terminate with 30 calendar days' notice. Additionally, (a) either party may terminate this Agreement immediately upon notice to the other if the other becomes insolvent or files a voluntary or involuntary proceeding in bankruptcy, or has a receiver appointed to administer its assets, or if the other party becomes subject to a dissolution, liquidation or other winding-up of its business and (b) GP may terminate this Agreement immediately upon notice to Evaluation Laboratory in the event GP suspects, determines or receives notice that the Licensed Works, any part thereof or any evaluation services or GP-related Consulting Services provided by Evaluation Laboratory infringe any third-party intellectual property right.

11.3 Effect of Termination. Upon termination of this Agreement: (a) Evaluation Laboratory will immediately (i) cease all evaluation services in connection with the Evaluation Process (provided, however, that if and to the extent instructed by GP, Evaluation Laboratory shall complete all work in progress in connection with security evaluations under the Evaluation Process pursuant to this Agreement) and (unless and to the extent approved in writing pursuant to a separate written agreement with GP) cease all GP-related Consulting Services, and in

either case destroy all marketing and other materials relating to such ceased services, (ii) while Evaluation Laboratory 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 Evaluation Laboratory and (iii) at such time as Evaluation Laboratory 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 Evaluation Laboratory's obligation to pay GP any amounts then due hereunder and the parties' respective rights and obligations under Sections 2.5, 2.6, 3, 4, 7, 8, 11.3 and 12 of this Agreement shall survive.

## 12. General.

- 12.1 Compliance with Laws and Export Regulations. To the extent applicable, Evaluation Laboratory 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.
- 12.2 Governing Law. This Agreement shall be governed by the internal laws of the state of Delaware, without regard to its choice of law provisions, as such laws are applied to agreements entered into and fully performed in Delaware. The Evaluation Laboratory consents to the non-exclusive jurisdiction of the Federal and State courts located in Delaware, U.S.A., for purposes of resolving disputes that may arise under this Agreement.
- 12.3 Injunctive Relief. The parties acknowledge that a violation of Section 4 (Confidentiality) or any license provision or restriction hereof would cause irreparable injury and that damages at law for any such breach would be inadequate, and would 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, the non-breaching party shall have the right to injunctive relief enjoining any and all threatened or actual activities in violation thereof; and each party hereby consents and agree 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.
- 12.4 Amendments. No modification or amendment to this Agreement shall be effective unless made in writing, executed by both parties. No waiver under this Agreement in one instance shall effect a waiver in any other instance.
- 12.5 Entire Agreement. This Agreement, together with its appendices, represents the parties' entire agreement with respect to Product security evaluations, superseding all prior written or other agreements pertained thereto.
- 12.6 Independent Contractor. This Agreement establishes the terms upon which the Evaluation Laboratory will act as an independent contractor to Providers, but does not establish any partnership, fiduciary, employment or other relationship between GP and the Evaluation Laboratory.
- 12.7 Force Majeure. The Evaluation Laboratory shall not have any liability to GP in respect of any delay in carrying out or failure to carry out any of its obligations under this Agreement, caused by fire, strikes or other industrial action or dispute, acts of Government, or any other circumstances outside the reasonable control of the Evaluation Laboratory.
- 12.8 Compliance with Applicable Law. The Evaluation Laboratory shall comply with all applicable laws in carrying out its obligations under this Agreement and its agreements with Provider in connection with this Agreement. In the event the Evaluation Laboratory is unable to perform any of its obligations hereunder due to applicable law, the Evaluation Laboratory shall promptly inform GP of such law. In the event any provision of this Agreement is unenforceable under applicable law, that provision will be stricken from this Agreement for so long, and only to the extent necessary, to make the remaining portions of this Agreement effective, but only if by doing so, the essential purposes of this Agreement remain in effect.

- 12.9 Assignment and Subcontracting. This Agreement may not be assigned by the Evaluation Laboratory, including subcontracting or delegating to any third party any obligation in connection with any Product security evaluation under or pursuant to the Evaluation Process, without GP's prior written consent, which consent may be withheld for any or no reason. GP may assign its obligations under this Agreement with written notice to Evaluation Laboratory.
- 12.10 No Inconsistent Agreements. Evaluation Laboratory shall not enter into any agreements or understandings with any third-party or entity that would subject Evaluation Laboratory to any obligation or responsibility, expressed or implied, that would prevent Evaluation Laboratory from providing GP with the full benefit of the obligations and responsibilities set forth herein, including but not limited to Sections 2.5 and 4.2 of this Agreement. Further, Evaluation Laboratory represents and warrants that as of the Effective Date, Evaluation Laboratory is not subject to any agreements or understandings that would subject Evaluation Laboratory to any obligation or responsibility, expressed or implied, that would prevent Evaluation Laboratory from providing GP with the full benefit of the obligations and responsibilities set forth herein, including but not limited to Sections 2.5 and 4.2 of this Agreement.
- 12.11 Attorneys' Fees. In the event of a dispute between the parties regarding the enforcement or interpretation of any terms of this Agreement, the non-prevailing party shall pay the reasonable costs and attorneys' fees of the prevailing party, including the reasonable costs and attorneys' fees incurred in the appeal of any final or interlocutory judgment.
- 12.12 Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 12.13 Notices. Except as otherwise stated in this Agreement, any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by electronic mail, sent with a confirming receipt, effective when such confirming receipt is received by sending party; (ii) by personal delivery when delivered personally; (iii) by overnight courier upon written verification of receipt; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; (v) by a facsimile transmission with a return receipt and written confirmation of such transmission sent to the recipient. Notice shall be sent to the addresses first set forth above or such other address as either party may specify in writing.
- 12.14 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.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on behalf of the parties for effectiveness as of the date first written above.

<b>GLOBALPLATFORM, INC.</b>	<b>EVALUATION LABORATORY</b>
By _____	By _____
Name:	Name:
Title:	Title:
Date:	Date:

## **GLOBALPLATFORM SECURITY LABORATORY RELATIONSHIP AGREEMENT**

### **APPENDIX A – INSURANCE**

Evaluation Laboratory shall maintain in effect at all times during the Term of this Agreement with respect to the Evaluation Laboratory, its Accredited Facilities and all other facilities utilized by any of the foregoing in connection with the Evaluation Process (collectively, the "Laboratory"), at the Evaluation Laboratory's sole cost and expense, the following insurance coverage with respect to Laboratory's (and its employees') performance under this Agreement. Unless provided by a government-run system, such insurance shall be issued by financially responsible and properly licensed insurance carriers rated at least A- VII by AM Best (or the reasonable equivalent by another reputable rating agency).

1. WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY INSURANCE covering all Laboratory employees for employment-related injury or illness in accordance with applicable legal and regulatory requirements in the jurisdictions where Laboratory's services are performed.
2. COMMERCIAL GENERAL LIABILITY INSURANCE or PUBLIC LIABILITY INSURANCE written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities with minimum limits of US\$1,000,000 per occurrence and US\$2,000,000 annual aggregate (or equivalent value in foreign currency).
3. If automobiles will be used in connection with this Agreement in any way, AUTOMOBILE LIABILITY INSURANCE including owned, leased, hired or non-owned autos subject to minimum limits of US\$1,000,000 (or equivalent value in foreign currency) for bodily injury and physical damage.
4. TECHNOLOGY ERRORS & OMISSIONS/PROFESSIONAL LIABILITY INSURANCE covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering of evaluations and Laboratory's performance under this Agreement or from any related data damage/destruction/corruption with a minimum limit of US\$2,000,000 (or equivalent value in foreign currency) each claim and annual aggregate.
5. All other insurance required by the applicable laws or regulations in the jurisdictions where Laboratory's services are performed.

If any of the above insurance is written on a claims-made basis, then Laboratory shall maintain such insurance with separate limits for this Agreement for five (5) years after the termination of this Agreement. To the extent permissible by law, Laboratory agrees to waive subrogation against GP for any injuries to Laboratory's employees arising out of or in any way related to Laboratory's performance under this Agreement. Further, unless prohibited by law or commercially unavailable in the applicable jurisdiction where Laboratory's services are performed, Laboratory agrees that it shall ensure that the Workers' Compensation/Employer's Liability coverage required above agree to waive all rights of subrogation against GP for any claims arising out of or in any way connected to Laboratory's performance under this Agreement.

Upon execution of this Agreement, or as otherwise agreed by GP, and annually thereafter, Laboratory shall furnish one or more certificates, satisfactory to GP, from each insurer (or its authorized agent) evidencing that the coverage required herein is in full force and effect in compliance with this Agreement. Each such certificate shall state, at a minimum, the relevant policy number(s), the insurer(s), date(s) of expiration and limits of coverage. Unless otherwise instructed by GP, Laboratory shall cause such certificates to be sent to GP at the mailing address stated in this Agreement. Laboratory shall obtain replacement insurance complying with these requirements immediately upon any cancellation or material revision of its coverage. Fulfillment of obligations to procure insurance shall not otherwise relieve Laboratory of any liability hereunder or limit Laboratory's obligations to indemnify GP.

In the event that Laboratory subcontracts or assigns any portion of its services under this Agreement, Laboratory shall require any such subcontractor to purchase, maintain and evidence insurance coverage

of such types and in such amounts as are reasonably appropriate for the services being provided by such subcontractor.

GP does not in any way represent that the insurance or limits of insurance required above are sufficient or adequate to protect Laboratory's interests. Laboratory is responsible at its sole expense for obtaining any additional insurance Laboratory deems necessary to protect its interests.

**APPENDIX B – CONSULTING RATE**

Consulting Rate: 0%\*.

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