GLOBALPLATFORM QUALIFICATION AND LISTING AGREEMENT

For Product Vendors

This document (the "Agreement") is an agreement between GlobalPlatform, Inc. ("GP"), with offices at 544 Hillside Road, Redwood City, CA 94062, and the undersigned card, device or systems related product vendor ("Vendor"), and shall be effective as of the date that both GP and Vendor (each sometimes referred to herein as a "party" and collectively as the "parties") have executed below (the "Effective Date"). Capitalized terms herein shall have the meanings specified in Section 1 or elsewhere in this Agreement

Whereas, one or more Products (defined below) of the Vendor have been or may be submitted for Qualification (defined below) as a GP Qualified Product (defined below); and

Whereas, subject to the terms and conditions of this Agreement, GP is willing to provide a Qualification and Listing (defined below) for each of Vendor's Products that have achieved such Qualification, and Vendor desires such Qualification and Listing.

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

Vendor			
Vendor Name:			
Business Address:			
State/Province: City:	Country:	Postal Code:	
Vendor Contact			
Name:	Title:		
Direct Telephone Number:	E-mail:		
Location:	Fax:		
Vendor Officer Signature □		*Date* □	
Vendor Officer Name:	Title:		
GlobalPlatform, Inc.			
GlobalPlatform, Inc. Signature □			
Name:			
Title:			
Date:			

Terms and Conditions

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

"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 or a given specification from a GlobalPlatform partner such as GSMA.

"GP Certification Body" means, collectively, the individual(s) and/or entity(ies) designated by GP as providing the role of certification secretariat for functional certification scheme in connection with the current GlobalPlatform Self-Testing and Product Qualification Process.

"GP Certification Body Requirements" means the requirements established by GP from time to time for certification of vendors and products under the associated GP Certification Body

"GP Materials" means all materials and information of, or made available to Vendor by or on behalf of, GP, each portion thereof, all right, title and interest in and to each of the foregoing, and any other Intellectual Property of GP.

"GP Qualified Lab" (also known as Accredited Laboratory) means a facility of a laboratory that has received written validation by GP that such facility has satisfied all of the requirements and conditions for laboratory accreditation for purposes of performing tests of certain types of Products submitted for GP Product Qualification under GP's then current laboratory accreditation and reaccreditation processes, so long as such validation has not expired, terminated, or been revoked, withdrawn or invalidated.

"GP Qualified Product" (also known as Certified Product) means a Product that has received written validation from GP Certification Body that such Product has satisfactorily demonstrated compliance with the relevant and then current Configuration for the applicable category of Product, so long as such validation has not expired, terminated, or been revoked, withdrawn or invalidated.

"GP Qualified Test Tool" means a Test Tool that has received written validation from GP at or in connection with an applicable Test Fest that such test tool has satisfactorily demonstrated compliance with the relevant and then current Configuration for the applicable category of Test Tool, so long as such validation has not expired, terminated, or been revoked, withdrawn or invalidated.

"GP Website" means GP's website located at www.globalplatform.org, and any successor or replacement web site thereto managed and operated by GP.

"Intellectual Property" means, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights thereof; (b) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; (c) patents, patent applications, continuations, divisionals, reexaminations, reissues; (d) designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) 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.

"Listing" means the listing of a GP Qualified Product on the list of GP Qualified or Certified Products on the GP Website or in other GP publications as permitted in accordance with this Agreement.

"Product" means a secure element, device or systems related product or component.

"Qualification" means written validation by GP Certification Body pursuant to an applicable Qualification Letter, indicating that a given Product has satisfied applicable test procedures using a GP Qualified Test Tool by a GP Qualified Lab, and accordingly is formally recognized by GP as having

satisfactorily demonstrated compliance with the relevant and then current Configuration for the applicable category of Product, so long as such Qualification has not expired, terminated, or been revoked, withdrawn or invalidated.

"Qualification Letter" (also known as Product Certificate) is defined in Section 3(b) below.

"Qualification Request" means a completed written request for Qualification of a given Product by Vendor, using the form attached hereto as Exhibit A and executed by an officer of the Vendor.

"Test Fest" means an event conducted by GP for purposes of enabling Product or Test Tool vendors to engage in cross-testing in order to demonstrate compliance with the relevant and then current Configuration and category of Product and/or Test Tool.

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

"Test Tool" means a tool that integrates any portion of the GP Materials and is created, developed or produced for purposes of performing tests to determine compliance with Configurations.

2. Initial Qualification and Listing.

a. Initial Qualification. Subject to the terms and conditions of this Agreement and satisfaction of all conditions and requirements of this Agreement and the GP Certification Body Requirements applicable to Vendor and Qualification of a given Vendor's Product (including without limitation, payment of applicable initial Qualification, re-Qualification and other fees), GP Certification Body will (i) review each Qualification Request submitted by Vendor to GP Certification Body with respect to such Product, and (ii) if GP Certification Body determines that all conditions and requirements for Qualification of the Product identified therein have been met, deliver to Vendor a Qualification Letter with respect to such Product.

b. Listing. Subject to the terms, conditions and restrictions set forth in this Agreement, at all times while Vendor has a valid Qualification, unless Vendor has affirmatively opted out of Listing with respect to such Qualification by notifying GP Certification Body in writing, Vendor hereby authorizes GP to include, and GP shall use reasonable commercial efforts to include, a Listing of the Product subject to such Qualification, including related details and Qualification status, and a copy of the corresponding Qualification Letter, on the GP Website and in such other GP publications as GP may deem appropriate. Vendor shall provide any information necessary to ensure that all Listing and Vendor contact information provided to GP Certification Body is true, accurate and complete.

3. Qualification and Listing Restrictions. Vendor acknowledges and agrees as follows:

a. Each Qualification and Listing is subject to the terms and conditions of this Agreement.

b. Qualification only applies to the specific version of a given Product that has received Qualification. Qualification of a given Product will not apply if any aspect of the Product is changed or modified in any manner, even if the Product conforms to the basic Product description contained in the applicable letter from GP Certification Body notifying Vendor of the Qualification of such Product (each a "Qualification Letter"). Any change in the Product that has received Qualification must be communicated to GP Certification Body and will require additional Qualification.

c. Qualification is conditioned upon Vendor's continued compliance with all applicable terms of the GP Certification Body Requirements and the terms of this Agreement and all other agreements with GP. GP Certification Body is not required to review a Qualification Request unless and until Vendor has satisfied all GP conditions and requirements applicable for the corresponding Qualification. Vendor grants GP Certification Body permission to witness test procedures performed by GP Qualified Labs and to

access, upon request, all information submitted to, or received from, GP Qualified Labs relating to each Product for which Vendor has submitted a Qualification Request to GP Certification Body.

d. Qualification is granted solely to the Vendor identified in the applicable Qualification Letter. Qualification may not be assigned, transferred, conveyed or sublicensed, either directly or indirectly, by operation of law or otherwise and any purported assignment, transfer, conveyance or sublicense shall be null and void and shall automatically terminate and invalidate such Qualification. Only those Companies who have received a valid Qualification Letter from GP Certification Body for a given Product may claim that they have obtained Qualification, and only for the Product specified in such Qualification Letter, and only for so long as such Qualification is effective and has not been terminated or revoked.

e. GP may revoke any Qualification at any time as provided in this Agreement. Because Qualification may be revoked at any time, no third party should rely on any Qualification or Qualification Letter at any time without first confirming the continued effectiveness of such Qualification with GP Certification Body. GP reserves the right to modify the terms, conditions and/or duration of any Qualification at its sole discretion, including without limitation to accommodate business or security requirements. Notwithstanding any Qualification, Vendor shall be solely responsible for compliance with all applicable configurations and for all liabilities resulting from the use or distribution of its Products and the performance of any services provided by Vendor. Without limiting the generality of the foregoing, Qualification shall not be deemed to constitute an endorsement of Vendor or any of its products or services, or to include or constitute any warranty, guarantee or representation from GP, including, without limitation, any implied warranties of merchantability, fitness for any particular purpose, non-infringement, freedom from violation, or freedom from misappropriation of any Intellectual Property, all of which warranties are hereby expressly disclaimed by GP and waived by Vendor.

f. Vendor acknowledges and agrees that it may only communicate that a given Product has received Qualification if (i) Vendor also communicates to the recipients of the communication regarding such Qualification all of the limitations and/or restrictions (if any) applicable to such Qualification, as described in the applicable Qualification Letter, (ii) when making such communication, Vendor provides specific details identifying which specific Product (and version number) has received such Qualification and does not merely release a general statement implying that the Qualification applies more broadly or that all of Vendor's products or services have received Qualification, (iii) such communication in no way suggests that by using the Product that has received Qualification a user will be guaranteed GP Certification Body approval of their products or services, (iv) such communication in no way implies that Vendor is a preferred vendor of GP, and (v) all such written communications referring to such Qualification shall contain the following legend:

> "GlobalPlatform qualification does not under any circumstances constitute or include any endorsement or warranty by GlobalPlatform regarding the functionality, quality or performance of any particular product or service. GlobalPlatform does not warrant any products or services provided by third parties. GlobalPlatform qualification does not under any circumstances constitute, include or imply any product warranties from GlobalPlatform, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by GlobalPlatform. To the extent that any rights or remedies are provided regarding products or services which have received GlobalPlatform qualification, such rights or remedies shall be provided by the party providing such products or services, and not by GlobalPlatform."

g. Each Qualification and the continuance of each Listing is further subject to Vendor's continued satisfaction of all applicable GP Certification Body Requirements and policies, including without limitation, those relating to such Qualification and Listing and Vendor's maintenance thereof. Vendor shall at all times during the term of this Agreement satisfy and comply with all such requirements, testing policies and agreements, and comply with the relevant standards upon which each of its Qualifications is based. Upon request from GP Certification Body or its agents, Vendor shall cooperate to demonstrate that each of its Products is in compliance with the requirements for the applicable Qualification and the relevant standards upon which such Qualification is based. Failure to comply with all requirements of this

Agreement, any other agreement between Vendor and GP, a given Qualification (and all related requirements and policies of GP), or the relevant standards upon which a given Qualification is based, shall entitle GP to terminate this Agreement and/or revoke such Qualification.

h. Each Qualification is subject to required re-qualification in accordance with applicable GP Qualification maintenance policies, which may be amended by GP in its sole discretion at any time and from time to time. Unless otherwise specified by GP Certification Body in writing or by posting to the GP Website, each Qualification must be renewed every three (3) years.

i. Vendor hereby acknowledges and agrees that, except as expressly authorized pursuant to a separate written agreement executed by Vendor and GP, Vendor shall not sell, offer for sale or provide any consultative, technical or other professional services (including without limitation, training, support, customization, support or other services) that utilize, relate to or otherwise exploit Vendor's knowledge of any GP Materials or portion thereof (including without limitation, Vendor's knowledge of any GP or GP Qualified Lab testing procedures, Test Suites, Configurations, related application layers or GP qualification, validation or certification programs or processes).

j. Vendor informs the GP Certification Body, without delay, of changes that may affect its ability to conform with the GP Certification Body Requirements.

NOTE: Examples of changes can include the following:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g., key managerial, decision-making or technical staff),
- modifications to the product or the production method,
- contact address and production sites,
- major changes to the quality management system.

4. Payment and Reporting. In addition to any applicable payment or other obligations arising from Vendor's status as a member of GP (if applicable), Vendor shall pay to GP the following fees as an in the manner specified below:

a. Fees. Vendor agrees to pay GP, and GP may invoice Vendor for, all fees and costs associated with Vendor's Qualification and participation in the GP Certification Body as a GP Qualified Product vendor, including without limitation, initial Qualification fees, re-Qualification fees, Listing fees, and fees for review of applicable test results (collectively, "Fees"), in each case, as and in the manner specified by GP.

b. Payment of Invoices. Vendor shall pay each invoice described in this Section 4 within thirty (30) days of the invoice date. The current Fees are set forth in the current GlobalPlatform Self Testing and Product Qualification Processes document available on the public website, and Vendor acknowledges and agrees that GP may change its Fees at any time and from time to time upon at least ten (10) days' notice (which notice shall be deemed to be effective and delivered upon GP's posting of revised rates and/or Fees on the GP Website, notwithstanding anything to the contrary in Section 13 below).

5. Ownership. Vendor acknowledges and agrees that all GP Materials are and shall, at all times, be and remain the exclusive property of GP, and nothing in this Agreement shall be construed to convey or license to Vendor or any third party any right, title or interest in the any of the GP Materials.

6. Disclaimers; Indemnification; Insurance.

a. ALL GP PROGRAMS AND GP MATERIALS (COLLECTIVELY, THE "GP PROGRAMS AND MATERIALS") ARE PROVIDED ON AN "AS IS", 'WHERE IS", BASIS, "WITH ALL FAULTS" KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GP PROGRAMS AND MATERIALS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GP MAKES NO REPRESENTATIONS OR WARRANTIES

WHATSOEVER WITH RESPECT TO THE GP PROGRAMS AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT IT HAS EXCLUSIVE OWNERSHIP RIGHTS THEREIN OR THERETO OR THE POWER OR AUTHORITY TO GRANT THE RIGHTS GRANTED HEREUNDER.VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT IT SHALL TAKE NO ACTION AGAINST GP, AND UNCONDITIONALLY RELEASES GP FROM ANY AND ALL LOSSES, DAMAGES OR OTHER LIABILITIES WHICH VENDOR MAY SUFFER OR INCUR ARISING OUT OF OR RESULTING FROM ANY THIRD PARTY ACTIONS OR CLAIMS RELATING TO THE GP PROGRAMS AND MATERIALS OR VENDOR'S PARTICIPATION IN OR USE THEREOF.

b. IN NO EVENT WILL GP OR ANY OF ITS MEMBERS, OR ANY OF ITS OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES OR PARENT ENTITIES, OR ANY DIRECTOR, OFFICER, EMPLOYEE, CONTRACTOR, OR AGENT OF ANY OF THE FOREGOING (EACH OF THE FOREGOING, A "GP PARTY" OR COLLECTIVELY, THE "GP PARTIES") BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY GP PROGRAMS AND MATERIALS OR THE USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER MONETARY LOSS, WHETHER OR NOT SUCH GP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES OR LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT.

c. Vendor acknowledges and agrees that a Qualification does not indicate that any Products are free of defects or will operate properly in all conditions, or that any services are free of errors, omissions or other defects, and shall not make any representations inconsistent with the foregoing.

d. Vendor agrees to indemnify, defend and hold harmless the GP Parties from all losses, costs, damages, claims and other expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of (i) any breach of any of the terms or conditions of this Agreement by Vendor, (ii) any third party claims relating to any Vendor products, services or activities or the use thereof, including but not limited to, any claim that a third party Intellectual Property right is infringed in connection with the manufacture, use, importation, sale, offer for sale, distribution, reproduction or display of any Vendor Product either alone or in combination with other products, processes, services or systems.

7. Restrictions on Use and Disclosure.

a. Confidentiality. For the purposes of this Agreement, "Confidential Information" shall mean any and all proprietary or confidential information or materials disclosed in connection with the performance of this Agreement and conspicuously marked as "Confidential" or "Proprietary" by the party disclosing such information ("Discloser"), and with respect to GP, shall also include any and all GP Materials, whether or not so marked; provided, however, that the term "Confidential Information" shall not include any information that (1) is or becomes generally publicly available through no fault of the party receiving such information ("Recipient"); (2) is lawfully obtained from a third party that has the right to make such disclosure; (3) is known to Recipient prior to receipt from the Discloser or any officer, agent, contractor or representative thereof; or (4) Recipient independently develops without use of or reference to any of the Discloser's Confidential Information. With respect to the Discloser's Confidential Information, the Recipient shall:

i. not use, or allow any other person or entity to use, such Confidential Information for any purpose other than as necessary under the terms of this Agreement, or as otherwise may be specifically authorized by the Discloser in writing (the "Permitted Purposes");

ii. except for Permitted Purposes, not make any copies or summaries of such Confidential Information without the Discloser's prior written approval;

iii. take reasonable precautions and measures to maintain the confidentiality of such Confidential Information, which precautions and measures shall be at least equal to those taken to protect its own Confidential Information;

iv. not disclose or furnish such Confidential Information to any person or entity except to employees and consultants of the Recipient who have a need to know the information for the Permitted Purposes and are under a written obligation to maintain the confidentiality of the Confidential Information; and

v. promptly return such Confidential Information to the Discloser, including all copies (excluding archival and/or automatically generated backup copies), drawings, documents, and other manifestations containing any such Confidential Information, immediately upon (A) request (or at the Discloser's discretion, destroy such Confidential Information with evidence in writing), or (B) termination of this Agreement.

b. No Implied Grant of License. Unless otherwise stated herein, all Confidential Information shall remain the property of the Discloser. No license or other right under any patent, copyright, trade secret, trademark or other proprietary right of Discloser is granted or implied by Discloser's disclosure of any such Confidential Information to the Recipient.

c. Disclosures Required by Law. A disclosure of Confidential Information by the Recipient (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality; provided, however, that Recipient shall provide prompt written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

8. Term and Termination. Subject to the remainder of this Section 8, this Agreement shall be effective upon the Effective Date and shall remain in effect for as long as Vendor has a valid Qualification, unless earlier terminated in accordance herewith. The term of this Agreement shall automatically expire upon the expiration or termination of all of Vendor’s Qualifications.

a. Termination By Vendor. Vendor may terminate this Agreement for any or no reason immediately upon written notice to GP.

b. Termination By GP.

i. GP may terminate this Agreement without cause by providing Vendor with one hundred twenty (120) days prior written notice of its intent to terminate, such termination to be effective at the end of such one hundred twenty (120) day period.

ii. GP may terminate this Agreement immediately upon notice if it is discontinuing all Qualification programs for which Vendor then has a valid Qualification.

iii. GP may terminate this Agreement immediately upon notice to Vendor in the event that GP suspects, determines or receives notice that any product or service of Vendor or Vendor’s use of any GP Materials (A) gives rise to a claim against a GP Party (as defined in Section 6(b) above) that contains at least one claim predicated upon the manufacture, use, importation, provision, offer for sale, sale or licensing of any product or service of Vendor (1) for which the indemnification of GP Parties in Section 6 does not apply or (2) for which Vendor asserts that such indemnification does not apply or (B) infringes any third-party Intellectual Property.

iv. GP may terminate this Agreement for cause in accordance with Section 8(c) below if:

A. Vendor violates or does not comply or cooperate fully with any material terms of this Agreement.

B. Vendor fails to maintain compliance with the relevant standards on which all of its Qualifications are based or any of the requirements for such Qualifications.

C. Any of the Required Agreements terminates, expires, was not fully or properly executed or otherwise ceases to be in full force and effect, in whole or part.

D. Vendor makes any assignment of assets or business for the benefit of creditors, if a trustee or receiver is appointed to conduct the business or affairs of Vendor, or if Vendor is adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy.

c. Notice of Termination for Cause. GP shall provide Vendor with thirty (30) days written notice of intent to terminate pursuant to Section 8(b)(iv)(A), such notice shall state the basis for termination and the effective date of such termination (not to be earlier than the last day of such thirty (30) day notice period), and such termination shall be effective immediately as of the end of such thirty (30) day period or upon such later effective date of termination as was stated in such notice of intent, unless Vendor cures the condition giving rise to such notice to GP's reasonable satisfaction prior to such effective date, in which case such termination shall be ineffective. Termination pursuant to Sections 8(b)(iv)(C) or 8(b)(iv)(D) shall be effective immediately without any notice required, regardless of whether either party has previously provided to the other party a notice of its intent to terminate the Agreement pursuant to any other Section, and regardless of whether the party receiving such notice has or has attempted to cure the condition that gave rise to such notice. Notwithstanding anything to the contrary herein, if GP provides a notice pursuant to Section 8(b)(iv)(B), then upon such notice and until such time as (1) Vendor has cured the condition giving rise to such notice, (2) Vendor is in compliance with all of the terms of this Agreement and (3) this Agreement is in full force and effect, Vendor shall not in any manner state or imply that Vendor or any of its products or services have received a Qualification.

d. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement:

i. each Qualification shall automatically terminate and Vendor shall cease all references to all of its Qualifications; and

ii. the provisions of Sections 4, 5, 6, 7, 8(d) and 9 through 20 of this Agreement shall survive. Upon any revocation, expiration or termination of any specific Qualification, Vendor shall cease all references to such Qualification.

9. Compliance with Laws. In performing its obligations under this Agreement, neither party will be required to undertake any activity that would conflict with the requirements of any applicable law, statute, rule, regulation, interpretation, judgment, order or injunction of any governmental authority.

10. Relationship of the Parties. This Agreement creates no agency relationship between the parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Vendor shall have no power to obligate or bind GP in any manner whatsoever.

11. Assignment and Transfer. Vendor may not assign or transfer this Agreement or any right granted hereunder without the prior written consent of GP, and any attempted assignment without consent shall be void. Notwithstanding the foregoing, Vendor may assign this Agreement, including all of its rights and obligations under this Agreement, to any successor of its business; provided, however, that any such assignment will not relieve Vendor of any of its obligations under this Agreement. Subject to the foregoing restrictions, this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

12. Entire Agreement. This Agreement (including any 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.

13. Notices. Except as otherwise provided herein, all notices to be made hereunder shall be given or made at the respective address of the intended recipient (for GP, as set forth in the preamble to this Agreement; and for Vendor, to the address specified by Vendor on the first page hereof), unless notification of a change of address is given by either party in writing in accordance with this Agreement. Where notices are required to be given in writing, such notices shall be by first-class or equivalent mail service, and the date of mailing shall be deemed the date the notice is given. Notice in writing also may be given by email, provided that a confirming electronic receipt is received by the sender. Notices to GP by email shall be sent to secretariat@globalplatform.org, and notices to Vendor by email shall be sent to the email address specified by Vendor herein.

14. Modification, Waiver. Except for the requirements and terms of GP's Qualification programs, which may be amended by GP in its sole discretion, none of the terms of this Agreement may be amended, modified, or supplemented, or provisions hereof waived, except by an express agreement in writing executed (including through an electronic click-through process) by both parties. Any waiver of a breach by either party is not a waiver of any subsequent or other breach. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement, shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. No person, firm, group or corporation other than Vendor and GP shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

15. Severability. If any provision of this Agreement or portion thereof should be declared invalid for any reason, the invalid provision or portion thereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

16. Certain Construction Rules. The Section headings used in this Agreement are for convenience of reference only and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. In addition, as used in this Agreement, unless otherwise expressly stated to the contrary, all references to days, months or years are references to calendar days, months or years. A reference to a Section by number includes all subparagraphs contained in the Section.

17. 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.

18. 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.

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

20. GlobalPlatform's Remedies. Vendor acknowledges that its failure to comply with the terms of this Agreement, including, but not limited to, Vendor's duties after expiration or termination of this Agreement, may result in immediate and irreparable damage to GP, and GP may seek equitable relief by way of temporary and permanent injunction and such other further relief as any court with jurisdiction may grant or deem just and proper. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which GP may be entitled under this Agreement or otherwise.

Exhibit A – GlobalPlatform Product Qualification Request Form

For Product Vendors

Vendor Name:				
Business Address:				
City:	State/Prov.:		Country:	Postal Code:

Product Details:	Product Reference and Version No. (to appear on GlobalPlatform website):	
	Configuration: Or GlobalPlatform Test Suite (if there is no corresponding GlobalPlatform configuration)	
GlobalPlatform Qualification type:		☐ New Product ☐ Derivative Product ☐ Product Change ☐ Product Renewal
Invoicing category (As per the GlobalPlatform Qualification Process).		☐ Single configuration and Single protocol ☐ Multi configurations OR Multi protocols ☐ Multi configurations AND Multi protocols

☐ Please check here if you **do not** want a Listing for this Qualification to appear on the GlobalPlatform website.

Vendor Primary Contact:

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

Financial and Invoice Primary Contact:

Name:		Title:	
Direct Telephone:		E-mail:	
Vendor Name:			
Billing Address:			

By signing this Qualification Request, I acknowledge, agree and certify, by and on behalf of the company identified above ("Vendor"), that (i) all capitalized terms used but not defined herein have the meanings ascribed to them in the Qualification and Listing Agreement between Vendor and GlobalPlatform, Inc., as amended (the "QLA"), (ii) Qualification of the Product identified above, if obtained, and the procedures for obtaining Qualification, are subject to the terms, conditions and restrictions of the QLA, the GP Certification Body Requirements, and any additional terms set forth in the corresponding Qualification Letter, including without limitation, payment of applicable Fees and termination or revocation in accordance with the QLA, (iii) Qualification is limited to the specific version and Configuration of the Product identified in the corresponding Qualification Letter, (iv) the Product satisfies all prerequisites for the corresponding Qualification, (v) all information provided to GlobalPlatform, Inc. by Vendor regarding the above Product is accurate and complete and (vi) I have been duly authorized by Vendor to execute and submit this Qualification Request.

Vendor Officer Signature □		*Date* □
Vendor Officer Name:	Title:	
Received by GlobalPlatform, Inc.		
GlobalPlatform, Inc. Signature □		*Date* □
Name:		
Title:		

Remarks:

This form must be completed electronically and provided as a copy/paste enable version.

If the form cannot be signed digitally, send also a full scanned copy of this form (hand written signature).