

## SESIP ADOPTER AGREEMENT

This SESIP Adopter Agreement (“Agreement”) is between GlobalPlatform, Inc., a Delaware corporation, with a place of business at 544 Hillside Rd, Redwood City, CA 94062 (“GlobalPlatform”) and the undersigned “Adopter” (“you”) (whether or not capitalized).

**WHEREAS**, GlobalPlatform is a global standards development organization, which among other things, operates a program for the certification of products, laboratories and certification bodies to the GlobalPlatform Security Evaluation Standard for IoT Platforms (“SESIP”) methodology (“SESIP Products and Services”); and

**WHEREAS**, GlobalPlatform desires to create a community of interest for SESIP that GlobalPlatform can communicate with to promote awareness of, support for, and use of SESIP and SESIP Products and Services, through the program described in this Agreement (the “SESIP Adopter Program”).

Any person or entity that has purchased, is using or supporting, has achieved certification of, or otherwise has an interest in SESIP or SESIP Products and Services (collectively, the “SESIP Adopter Requirements”) and accepts the terms of this Agreement (each a “SESIP Adopter”) may participate in the SESIP Adopter Program.

**1. ADOPTER RIGHTS.** As a SESIP Adopter, while GlobalPlatform continues to operate the SESIP Adopter Program and you continue to satisfy the SESIP Adopter Requirements, you will be entitled to (a) receive SESIP-related communications from GlobalPlatform, (b) receive invites to GlobalPlatform SESIP events and (c) receive specific offers related to GlobalPlatform events.

**2. ADOPTER COMMUNICATIONS AND LOGO LICENSE.** In order to help promote the SESIP Adopter Program, You hereby (a) agree to receive the communications and invites noted above and other communications from GlobalPlatform relating to SESIP and the SESIP Adopter Program and (b) authorize grant to use your name, and any logos that you provide to GlobalPlatform for such purpose (subject to applicable trademark or logo usage guidelines that you provide to GlobalPlatform), to identify you as a SESIP Adopter on the GlobalPlatform public website (currently at <http://www.globalplatform.org>), any successor or replacement website, and in connection with GlobalPlatform events and overall messaging.

**4. TERM AND TERMINATION.** Either party may terminate this Agreement at any time upon thirty (30) days’ notice, and this Agreement shall automatically terminate in the event that you cease to satisfy all SESIP Adopter Requirements or GlobalPlatform terminates the SESIP Adopter Program. Upon termination, all rights and obligations of the parties hereunder shall immediately cease, except that the provisions of Sections 5, 6 and 7 below shall survive.

**5. DATA PRIVACY.** Information relating to an identified or identifiable natural person collected by GlobalPlatform in connection with this Agreement (“Personal Data”) is used to permit GlobalPlatform to contact you or your representatives in connection with this Agreement and the SESIP Adopter Program and is subject to the terms of the GlobalPlatform Privacy Statement at <https://globalplatform.org/privacy-policy/>. Individuals may contact the GlobalPlatform Secretariat at [secreteriat@globalplatform.org](mailto:secreteriat@globalplatform.org) if they have concerns or wish to exercise rights with respect to their Personal Data under the General Data Protection Regulation (“GDPR”) or other applicable laws or regulations regarding Personal Data.

**6. DISCLAIMERS; LIMITATION OF LIABILITY.** THE SESIP ADOPTER PROGRAM AND ALL ASSOCIATED SERVICES ARE PROVIDED ON AN “AS IS”, “WHERE IS”, BASIS, “WITH ALL FAULTS” KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) GLOBALPLATFORM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SESIP ADOPTER PROGRAM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (B) IN NO EVENT WILL GLOBALPLATFORM OR ANY DIRECTOR, OFFICER, EMPLOYEE, CONTRACTOR, OR AGENT THEREOF BE LIABLE TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SESIP ADOPTER PROGRAM FOR ANY (A) SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR (B) ANY DAMAGES IN EXCESS OF \$100, IN EACH CASE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DISCLAIMERS AND LIMITATIONS OF DAMAGES AND LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT.

**7. GENERAL.** This Agreement creates no agency, partnership or joint venture relationship between the parties, and neither party shall have any power to obligate or bind the other in any manner. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Either party may assign this Agreement to any successor of its business, provided that you may only do so if the successor satisfies the SESIP Adopter Requirements. Any other assignment shall be void. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior proposals, discussions or writings relating to such subject matter. All notices hereunder shall be delivered to the address of the intended recipient set forth herein, or such other address as such recipient has provided to the other party for such purpose in accordance with this sentence. Notice in writing may be given by email, provided that a confirming electronic receipt is received by the sender. Notices by email shall be sent to GlobalPlatform at [secretariat@globalplatform.org](mailto:secretariat@globalplatform.org), or to Adopter at the email address specified below, as applicable. No amendment, modification or waiver of any provision hereof shall be effective unless in a writing executed by both parties. No waiver of a breach by either party is a waiver of any subsequent or other breach. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid for any reason, the invalid provision shall be deemed omitted and the remaining terms shall nevertheless be carried into effect. The laws of the State of Delaware, USA, shall govern the enforceability, construction, interpretation, and validity of this Agreement, without regard to the conflicts of law principles thereof. Each party hereby consents to the exclusive jurisdiction of the state and federal courts of Wilmington, Delaware, for any action or dispute arising out of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the later date set forth below.

**Adopter:** \_\_\_\_\_  
(print complete name of individual or company)

**GlobalPlatform, Inc.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_

Signatory Name: \_\_\_\_\_  
(of person signing on behalf of company)

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(of person signing on behalf of company)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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