

**GLOBALPLATFORM SESIP CERTIFICATION BODY 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 certification body ("CB"), and shall be effective as of the date that both GP and CB (each sometimes referred to herein as a "party" and collectively as the "parties") have executed below (the "Effective Date").

Whereas, CB would like to submit for licensing as a GP Licensed CB (defined below); and

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

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.

**CB**

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

**CB Facility Details (if different than above)**

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

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

**CB 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:

“Certification Services” means third-party attestation related to a Product (defined below) that fulfillment of the Security Requirements (defined below) have been demonstrated.

“Full or Participating GP Member” means a Full Member of GP or a Participating Member of GP, which has selected the SE 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 Licensed CB” means a certification body and/or facility that performs the Certification Services and has been licensed by GP under this Agreement, pursuant to the SESIP Governance 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 CB (including without limitation, training, support, customization or other services, but specifically excluding those Certification Services performed under or pursuant to this Agreement) that utilize, relate to, or otherwise exploit, CB’s knowledge of the Licensed Works or any portion thereof, including without limitation, CB’s knowledge of tests, test suites, test plans, attack catalog, configurations, related application layers or GP qualification, validation or certification programs or processes associated with the Licensed Works or otherwise made available by GP.

“Letter of Licensing” means the written, formal recognition and acknowledgment of licensing under this Agreement, provided by GP to a GP Licensed CB with respect to a specified facility of that GP Licensed CB.

“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 CB 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 product that has been submitted for assessment under the Certification Services.

“Provider” means the entity submitting a Product for assessment under the Certification Services.

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

“SESIP” means GP’s then current publicly available version of the Security Evaluation Standard for IoT Platforms.

“SESIP Governance Document” means the most recent version (unless GP specifies an earlier version) of the GlobalPlatform SESIP Certification Process Document, based on the Security Requirements, and all amendments, modifications and upgrades as adopted by GP from time to time. This document is currently available on the GP Website.

2. SESIP Certification Services. In connection with its performance of Certification Services under or pursuant to this Agreement:

2.1 Accepting Products. During the Term (defined in Section 11) of this Agreement, the CB shall accept Products directly from Providers to perform Certification Services. CB will accept Products for SESIP certification pursuant to this Agreement and negotiate separate agreements between the Provider and the CB. The CB is free to establish its own terms and conditions for SESIP certification, including, without limitation, pricing, priorities and indemnities; provided that such terms and conditions are not inconsistent with the CB’s obligations to GP under this Agreement. The CB shall perform all Product SESIP certifications in a professionally competent and timely

manner, through facilities that are owned and operated by the CB and with respect to which the CB has a valid and effective Letter of Licensing (each a "Licensed Facility" and collectively "Licensed Facilities").

- 2.2 Certain Prohibitions. The CB is prohibited from prescribing, or directing the Provider to use, any particular Product design, or otherwise certifying any Product designed to its own specifications. All CB activities shall be conducted in a manner as to not show partiality or provide for outside influence on test and Certification Services. The CB shall not perform Certification Services on any Product in which it has any ownership or vested interest. The CB will limit its activities for Providers requesting security certification under the Certification Services to assessing the compliance of designs proposed by the Provider. The CB will not provide design solutions or concepts to any Provider to which it also provides Certification Services under or pursuant to this Agreement. Personnel of the CB, including employees and contractors, shall not perform design activities on any products for which the CB is also performing Certification Services. Specifically, CB 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 CB belongs has a design organization, that corporate group shall be organized such that a) the CB has no ownership in the design organization, b) the CB has completely separate management from the design organization, and c) business between the CB 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 CB shall conduct all Certification Services through its Licensed Facilities and in accordance with this Agreement and the Security Requirements.
- 2.4 CB Security Requirements. The CB shall comply with GP's Security Requirements, as set forth herein and in the SESIP Governance Document, as may be amended from time to time. As further described in the SESIP Governance Document, a CB must (among other things): (a) be a Full or Participating GP Member in good standing; (b) be a participant in the GlobalPlatform Security Task Force; (c) have a valid ISO 17065 certificate and accreditation of a recognized certification scheme; (d) be licensed for SESIP L1-L3 or SESIP L1-L5; (e) have appropriate SESIP expertise and training; and (f) maintain Insurance as defined in this Agreement. The SESIP Governance Document specifies certain business and other requirements that must also be met and adhered to.
- 2.5 Fees. CB shall pay to GP such fees as set forth in the SESIP Governance Document and/or on the GP Website, in accordance with the payment terms set forth therein ("Certification Fees").

3. Risk of Loss. The CB 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 CB's obligations under this Agreement, and/or CB's compliance with the Security Requirements (including but not limited to reporting such compliance as contemplated by the Security Requirements and Certification Services), 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. CB 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, CB 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 CB, GP may disclose to:
    - (a) GP's personnel with respect to all Products submitted under this Agreement, the corresponding security certification 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 certification 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, CB shall promptly return to GP all GP property and all Confidential Information of GP. Alternatively, if so directed by GP, CB shall destroy all Confidential Information, and all copies thereof, in CB's possession or control, and shall provide a certificate signed by an officer of CB 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 certification of any Products under or in connection with the Certification Services (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 Certification Services) 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 CB 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 CB nor any Licensed Facility thereof shall accept any Products for SESIP certification unless the CB, and all physical facilities that will be involved in the Certification Services, have first undergone an assessment and been formally recognized as a Licensed Facility by GP, 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 CB and the facilities engaged in the Certification Services meets GP's generally applicable standards for certification facilities performing SESIP certifications. When a third party assessor is used, CB 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 CB'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 facilities that have satisfactorily met GP's security certification standards.

5.2 Periodic Audits. In addition to any audit rights that may exist in the SESIP Governance 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 CB, and each of its Licensed Facilities engaged in SESIP certifications, continues to meet GP's generally applicable standards for certification facilities. When a third-party assessor is used, the CB 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 CB and each of its Licensed Facilities engaged in SESIP certifications, 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 CB, and each of the Licensed Facilities engaged in SESIP certifications, is performing Product SESIP certifications in accordance with GP's Security Requirements.

5.4 Witnessing Certification Services. The CB shall (a) permit GP (or its designee) to observe any Certification Services 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 certifications, in each case, at CB's sole cost and expense.

5.5 Accreditations and Certifications. The CB shall provide evidence of all accreditations claimed. These may include accreditation under the relevant national implementation of ISO/IEC 17065 (Standard for Certification Bodies), ISO 9000 (Quality management systems), ISO 15408 (Common Criteria for IT security evaluations) or other similar international, national, or industry standards.

## 6. Consulting Services.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, GP hereby grants to CB 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 CB 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 CB 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 any portion of any of the foregoing shall incorporate the legends that appear on such Licensed Works or such other legends as GP may instruct CB 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 CB 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 CB 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 CB's status as a member of GP, CB 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 CB:

- 6.3.1 Reporting. Within fifteen (15) days after the end of each calendar quarter, CB shall provide to GP a report identifying and enumerating all GP-related Consulting Services performed by CB during such calendar quarter (each a "Report"), in each case detailing all such GP-related Consulting Services and the corresponding amount CB 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 CB during the applicable calendar quarter, GP will invoice CB 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 CB charged for such GP-related Consulting Services. CB 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. CB 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. CB 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, CB'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 CB has underpaid the amount of fees owed in accordance with this Agreement, CB 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 CB 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, CB 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 CB 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 CB has entered into this agreement with GP, as well as any subsequent licensing provided by GP. Subject to GP's prior written approval, during the Term only, the CB may publicly announce that it has entered into this Agreement with GP. Unless otherwise authorized by GP in writing, the CB shall not make any other public statements regarding this Agreement or the arrangements contained herein. GP may publish, in connection with documentation supporting the certification process, contact information about those facilities including the CB, and each of its Licensed Facilities engaged in SESIP certifications, recognized by GP to perform certain SESIP certifications. The CB acknowledges that GP intends to enter into agreements similar to this Agreement with other certification bodies, and that such other certification bodies may also be listed by GP.

8. Indemnity. Except to the extent solely caused by GP's gross negligence or willful misconduct, the CB 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 CB 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 CB 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 CB 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 CB 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 CB a royalty-free, revocable, non-transferable, non-assignable license to use all Licensed Works delivered by GP to the CB in connection with this Agreement (including Security Requirements), as may be necessary to permit SESIP certifications during the Term. Except as otherwise expressly provided in this Agreement or in a separate written agreement with GP, the CB may use such Licensed Works solely for purposes of carrying out SESIP certifications under this Agreement or to facilitate CB's efforts to assist vendors in developing products that will be submitted for SESIP certifications. 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 CB 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, CB 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 CB 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, CB shall promptly upon written notice thereof from GP cease providing security certifications under the Certification Services 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 CB in the event GP suspects, determines or receives notice that the Licensed Works, any part thereof or any Certification Services or GP-related Consulting Services provided by CB infringe any third-party intellectual property right.
- 11.3 Effect of Termination. Upon termination of this Agreement: (a) CB will immediately (i) cease all Certification Services in connection with this Agreement (provided, however, that if and to the extent instructed by GP, CB shall complete all work in progress in connection with SESIP certifications under the Certification Services 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 CB 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 CB and (iii) at such time as CB 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 CB'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, CB 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. Any litigation in connection with this Agreement shall be brought only in the courts in the State of Delaware or the Country of Singapore, and the parties each hereby agree to submit to the jurisdiction of such courts where such litigation is brought.
- 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 SESIP certifications, superseding all prior written or other agreements pertained thereto.
- 12.6 Independent Contractor. This Agreement establishes the terms upon which the CB will act as an independent contractor to Providers, but does not establish any partnership, fiduciary, employment or other relationship between GP and the CB.
- 12.7 Force Majeure. The CB 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 CB.
- 12.8 Compliance with Applicable Law. The CB 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 CB is unable to perform any of its obligations hereunder due to applicable law, the CB 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 CB, including subcontracting or delegating to any third party any obligation in connection with any Product security certification under or pursuant to the Certification Services, 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 CB.
- 12.10 No Inconsistent Agreements. CB shall not enter into any agreements or understandings with any third-party or entity that would subject CB to any obligation or responsibility, expressed or implied, that would prevent CB 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, CB represents and warrants that as of the Effective Date, CB is not subject to any agreements or understandings that would subject CB to any obligation or responsibility, expressed or implied, that would prevent CB 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>CB</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## **GLOBALPLATFORM SESIP CERTIFICATION BODY RELATIONSHIP AGREEMENT**

### **APPENDIX A – INSURANCE**

CB shall maintain in effect at all times during the Term of this Agreement with respect to the CB, its Licensed Facilities and all other facilities utilized by any of the foregoing in connection with the Certification Services (collectively, the "CB"), at the CB's sole cost and expense, the following insurance coverage with respect to CB's (and its personnel, including employees' and contractors') 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 CB personnel for employment-related injury or illness in accordance with applicable legal and regulatory requirements in the jurisdictions where CB'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 certifications and CB'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 CB's services are performed.

If any of the above insurance is written on a claims-made basis, then CB 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, CB agrees to waive subrogation against GP for any injuries to CB's personnel arising out of or in any way related to CB's performance under this Agreement. Further, unless prohibited by law or commercially unavailable in the applicable jurisdiction where CB's services are performed, CB 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 CB's performance under this Agreement.

Upon execution of this Agreement, or as otherwise agreed by GP, and annually thereafter, CB 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, CB shall cause such certificates to be sent to GP at the mailing address stated in this Agreement. CB 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 CB of any liability hereunder or limit CB's obligations to indemnify GP.

In the event that CB subcontracts or assigns any portion of its services under this Agreement, CB 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 CB's interests. CB is responsible at its sole expense for obtaining any additional insurance CB 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.