

## TRADEMARK LICENSE AGREEMENT

This Agreement is a legal agreement between the undersigned company, entity or individual that is acquiring a license hereunder (“you” or “Licensee”) and GlobalPlatform, Inc., a Delaware corporation, with a place of business at 544 Hillside Rd, Redwood City, CA 94062 (“GlobalPlatform”). This Agreement sets forth the terms and conditions for your use of the following GlobalPlatform trademarks and SESIP marks (as further described below, each individually a “Mark” and collectively the “Marks”):

- **GlobalPlatform SESIP Product Marks**, for use by **product providers** and certain sublicensees thereof in connection with SESIP certified products that have received and continue to maintain a valid GP SESIP Product Certification (defined below).
- **GlobalPlatform SESIP Lab Marks**, for use by **laboratories** that have received and continue to maintain a valid GP SESIP Lab Accreditation (defined below).
- **GlobalPlatform SESIP CB Mark**, for use by **certification bodies** that have received and continue to maintain a valid GP SESIP CB Accreditation (defined below).

Each Mark, along with corresponding additional terms of use applicable thereto (collectively, “Terms of Use”), is set forth in Schedule A attached hereto. Schedule A and the Trademark Guidelines are each incorporated herein by reference, and may be amended from time to time by GlobalPlatform in its sole discretion upon thirty (30) days prior written notice, including but not limited to notice by email and/or by posting to the GlobalPlatform Website (defined below). Each Mark shall be interpreted to include the corresponding logo forms set forth in the Trademark Guidelines.

**1. DEFINITIONS.** As used throughout this Agreement (including the attached Schedules), the following definitions shall apply:

**a. “GlobalPlatform Website”** means GlobalPlatform’s public website currently located at <http://www.globalplatform.org>, and any successor or replacement website thereto.

**b. “GP SESIP Product Certification”** means written validation by a certification body with a GP SESIP CB Accreditation (defined below) that a given product has undergone approval tests and is formally recognized by GlobalPlatform as having satisfactorily demonstrated compliance with the relevant and then current GlobalPlatform SESIP and Governance requirements (including the relevant and then current Protection Profile, SESIP Evaluation Methodology and Attack Catalog) and certification process document for the applicable category of product.

**c. “GP SESIP Lab Accreditation”** means written accreditation provided by GlobalPlatform to a laboratory indicating that GlobalPlatform formally recognizes such laboratory as having satisfied all of the requirements and conditions for laboratory accreditation for purposes of performing tests of certain types of products submitted for GP SESIP Product Certification under GlobalPlatform’s governance.

**d. “GP SESIP CB Accreditation”** means written accreditation provided by GlobalPlatform to a certification body indicating that GlobalPlatform formally recognizes such certification body as having satisfied all of the requirements and conditions for certification body accreditation for purposes of performing certification of certain types of products submitted for GP SESIP Product Certification under GlobalPlatform’s governance.

**e. “Certification”** means GP SESIP Product Certification, GP SESIP Lab Accreditation or GP SESIP CB Accreditation.

**f. “Trademark Guidelines”** means the GlobalPlatform Trademark and SESIP Mark Usage Guidelines as amended from time to time by GlobalPlatform in its sole discretion, the current version of which is attached hereto as Schedule B.

**2. LICENSE.** Subject to your receipt, continued maintenance of, and compliance with all GlobalPlatform requirements and policies relating to a given Certification, GlobalPlatform hereby grants to you a limited, non-transferable, worldwide (except as set forth in Section 10(d)), royalty-free, revocable, and non-exclusive license to use the Mark applicable to the type of Certification that you (or your product or service, as applicable) have received, in products, advertising, promotional materials, documentation, and websites for the limited purpose of denoting that you (or your product or service, as applicable) have received such Certification, and for no other purpose, subject in each case to the terms of this Agreement (including without limitation, GlobalPlatform’s rights to terminate as set forth in this Agreement), the applicable Terms of Use, and compliance with the Trademark Guidelines. You may not sublicense any of the foregoing rights except as set forth in the applicable Terms of Use. You shall not indicate or suggest in any way that you are licensed or otherwise permitted to use any Mark except as expressly provided above in connection with the type of Certification you (or your product or service, as applicable) have received. You shall only use a given Mark if you have received the corresponding Certification, and only with respect to the particular product or service for which that Certification was received. Except for the license rights granted herein, GlobalPlatform reserves to itself all rights, title, and interest in and to the Marks.

### **3. USAGE OF MARKS.**

**a. Compliance with Trademark Guidelines.** You agree to comply with the Trademark Guidelines. GlobalPlatform may modify the Trademark Guidelines at any time upon written notice to you, which may be given by posting the revised Trademark Guidelines to the GlobalPlatform Website, and may terminate the right to use any of the Marks in accordance with Section 10.

**b. Attribution.** You agree that any use of a Mark will include an attribution of GlobalPlatform’s ownership of the Mark as set forth in the Trademark Guidelines.

**c. Communications.** If you state or imply to any third party that you or any of your products or services have received a Certification, you shall make available to such third parties (including your customers) upon request a copy of the corresponding written validation or accreditation letter that you (or your product or service, as applicable) received GlobalPlatform for such Certification.

**4. QUALITY AND COMPLIANCE AUDITS.** You recognize and understand the critical importance of GlobalPlatform’s right to exercise quality control over your use of the Marks so as to protect the goodwill associated with the Marks. Upon request from GlobalPlatform or its agents, you shall cooperate to demonstrate that your use of the Marks is in compliance with this Agreement and the Trademark Guidelines. Such cooperation shall include prompt submission of representative samples of all variations of materials bearing any Mark, including without limitation, any advertising, promotional materials, documentation or websites displaying a Mark.

**5. COMPLIANCE WITH CERTIFICATION.** In addition to any requirements set forth in this Agreement (including in the Trademark Guidelines), your right to use the Marks granted herein is subject to (a) your continued satisfaction of all requirements relating to the Certification for which you use such Marks, (b) your continued compliance with all GlobalPlatform testing policies related to continued

maintenance of such Certification and (c) your continued compliance with the terms and conditions of all agreements between you and GlobalPlatform. You 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 on which each of your Certifications is based. Upon request from GlobalPlatform or its agents, you shall cooperate to demonstrate that your product, laboratory or certification body (as applicable) is in compliance with the requirements for the applicable Certification and the relevant standards on which the Certification is based. Failure to comply with all requirements of a given Certification (and all related requirements and policies of GlobalPlatform) or the relevant standards on which such Certifications is based shall entitle GlobalPlatform to revoke your license hereunder with respect to the Mark applicable to the product, laboratory or certification body that was the subject of such Certification or standard with which you are no longer in compliance. You hereby represent and warrant that you are a product provider, laboratory or certification body that has received a GP SESIP Product Certification, GP SESIP Lab Accreditation or GP SESIP CB Accreditation, as applicable.

## **6. OWNERSHIP.**

a. The Marks and all rights therein and goodwill pertaining thereto are owned exclusively by GlobalPlatform. All trademark rights with respect to the Marks resulting from your use of the Marks shall inure solely to the benefit of GlobalPlatform, and GlobalPlatform retains the right to use or to license the Marks for any and all products and services. You, at GlobalPlatform's expense, shall cooperate with GlobalPlatform as reasonably necessary to protect any of GlobalPlatform's rights to the Marks and, should GlobalPlatform choose to register any of the Marks, to register and maintain the registrations of the Marks in all jurisdictions in which the Marks are used in connection with a Certification, and such cooperation shall include but not be limited to executing all documents reasonably required by GlobalPlatform, and supplying GlobalPlatform with samples of use and other materials reasonably required by GlobalPlatform, for such purposes.

b. During the term of this Agreement, and thereafter, you shall not do any of the following: (i) challenge the validity of any of the Marks or any applications or registrations therefor; (ii) challenge GlobalPlatform's title to or exclusive rights in and to any of the Marks; (iii) challenge the validity of this Agreement; (iv) argue that Licensee's rights granted under this Agreement are any greater than the rights of GlobalPlatform; (v) apply for registration of any of the Marks or any mark, name, logo, or other designation which is confusingly similar to or dilutes the distinctiveness of any of the Marks, including without limitation any use in a company name or domain name; (vi) use or permit others to use any of the Marks or any mark, name, logo, or other designation which is confusingly similar to or dilutes the distinctiveness of any of the Marks in any manner or commit any other act that would jeopardize GlobalPlatform's rights in any of the Marks, including without limitation any use in a company name or domain name; (vii) take any action that is intended to or could have the effect of invalidating any of GlobalPlatform's rights in, registrations for, or applications to register, any of the Marks; (viii) make public statements which disparage GlobalPlatform, the Marks or any specifications, requirements, guidelines, or other materials of GlobalPlatform; or (ix) use the Marks in a manner which would tend to make such Marks generic or merely descriptive.

**7. POLICING OF MARKS.** In the event that Licensee (including any employee or sublicensee of Licensee) learns of the use of any trademark or service mark similar to any of the Marks, or any potential infringement of or by any of the Marks, Licensee shall promptly notify GlobalPlatform in writing. GlobalPlatform shall have the exclusive right to take any and all actions to enforce its rights against any unauthorized users, including without limitation sending infringement notices and bringing infringement actions. If requested by GlobalPlatform, Licensee shall reasonably cooperate with and assist GlobalPlatform in any such actions at GlobalPlatform's expense, including, in the case of any infringement action, joining or intervening in the action as a party, if necessary. Licensee shall not

institute any suit or take any action against a potential infringer or unauthorized user of any of the Marks (except to the extent such potential infringer or unauthorized user is using a Mark in conjunction with any Licensee trademark and such suit or other action is limited to the enforcement by Licensee of only Licensee's trademarks) unless such suit or action is authorized by GlobalPlatform in writing. Any award, or portion of an award, recovered by GlobalPlatform in any such action or proceeding commenced by GlobalPlatform shall belong solely to GlobalPlatform after recovery by GlobalPlatform and Licensee of their respective actual out-of-pocket costs.

## **8. DISCLAIMERS; INDEMNIFICATION.**

a. THE MARKS ARE PROVIDED ON AN "AS IS", "WHERE IS", BASIS, "WITH ALL FAULTS" KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GLOBALPLATFORM EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GLOBALPLATFORM MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE MARKS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT IT HAS EXCLUSIVE OWNERSHIP RIGHTS IN OR TO ANY OF THE MARKS OR THE POWER OR AUTHORITY TO GRANT THE RIGHTS GRANTED HEREUNDER. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT IT SHALL TAKE NO ACTION AGAINST GLOBALPLATFORM, AND UNCONDITIONALLY RELEASES GLOBALPLATFORM FROM ANY AND ALL LOSSES, DAMAGES OR OTHER LIABILITIES WHICH LICENSEE MAY SUFFER OR INCUR ARISING OUT OF OR RESULTING FROM ANY THIRD PARTY ACTIONS OR CLAIMS, RELATING TO LICENSEE'S USE OF ANY OF THE MARKS.

b. IN NO EVENT WILL GLOBALPLATFORM OR ANY OF ITS MEMBERS, OR ANY OF ITS OR THEIR AFFILIATES, SUBSIDIARIES OR PARENT ENTITIES, OR ANY DIRECTOR, OFFICER, EMPLOYEE, CONTRACTOR, OR AGENT OF ANY OF THE FOREGOING (EACH OF THE FOREGOING, A "GLOBALPLATFORM PARTY" OR COLLECTIVELY, THE "GLOBALPLATFORM PARTIES") BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY MARK 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 GLOBALPLATFORM 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. Licensee agrees to indemnify, defend and hold harmless the GlobalPlatform Parties from and against all losses, costs, damages, claims and other expenses (including reasonable attorneys' fees) ("Losses") arising out of any claim that a third party intellectual property or other proprietary right is infringed in connection with Licensee's use of the Marks (including use by any sublicensees of Licensee) (each a "Certification Mark Claim").

d. Licensee agrees to indemnify, defend and hold harmless the GlobalPlatform Parties from all Losses arising from any third party claims relating to the products, services or activities of Licensee or any sublicensee of Licensee.

e. Licensee acknowledges that a Certification or license to use a Mark does not indicate that any products are free of defects or will operate properly in all conditions, or that any services (including laboratory services) are free of errors, omissions or other defects, and shall not make any representations inconsistent

with the foregoing.

**9. TERM.** This Agreement shall be effective upon the date you sign below (the “Effective Date”) and shall remain in effect for as long as Licensee has a valid Certification from GlobalPlatform, unless earlier terminated in accordance with Section 10. The term of this Agreement shall automatically expire upon the expiration or termination of all of Licensee’s Certifications.

## **10. EARLY TERMINATION.**

### **a. Termination without Cause.**

(i) By Licensee. Licensee may terminate this Agreement without cause, provided that Licensee has given one hundred twenty (120) days prior written notice to GlobalPlatform of its intent to terminate.

(ii) By GlobalPlatform. GlobalPlatform may terminate this Agreement (a) immediately upon notice without cause if it is discontinuing the business of licensing the Marks and terminating all licenses of the Marks, or (b) by providing Licensee 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.

**b. Termination for Cause.** Prior to expiration under Section 9, GlobalPlatform or Licensee may terminate this Agreement for cause if the other party materially breaches any term of this Agreement. In addition and without limitation of the foregoing, GlobalPlatform may terminate this Agreement for cause for any one of the following reasons:

(i) Licensee violates or does not comply or cooperate fully with any material terms of this Agreement, including by way of example and without limitation, any requirement of the Trademark Guidelines or any provision of this Agreement relating to ownership, quality control or audits.

(ii) Licensee 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 Licensee, or if Licensee is adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy.

(iii) Licensee does not possess a valid GP Certification and, where required, is neither a “Full Member” nor a “Participating Member” of GlobalPlatform in “good standing” (as such terms are defined in the GlobalPlatform By-laws).

(iv) Licensee fails to maintain compliance with the relevant standards on which its Certification is based or any of the requirements for its Certification, other than as contemplated by Section 10(b)(iii) above.

**c. Notice of Termination for Cause.** The party claiming a basis for early termination under Section 10(b)(i) or Section 10(b)(iv) shall give the other party thirty (30) days written notice of intent to terminate, and 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). If the party to whom notice of intent to terminate under Section 10(b)(i) was given fails during such thirty (30) day period to cure the condition giving rise to the notice, then such termination shall be effective immediately as of the end of such thirty (30) day period or such later effective date of termination stated such notice of intent to terminate. Termination pursuant to Section 10(b)(ii) or Section 10(b)(iii) 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 Section 10(b)(i) or 10(b)(ii), 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 GlobalPlatform provides a notice pursuant to

Section 10(b)(iv), then upon such notice and until such time as Licensee has cured the condition giving rise to such notice, Licensee is in compliance with all of the terms of this Agreement and this Agreement is in full force and effect, Licensee shall, at its sole cost and expense: (i) cease all use of the Marks, including without limitation, any electronic display of the Marks, (ii) cause all of its sublicensees to do the same and (iii) not in any manner state or imply that Licensee or any of its products or services have received a Certification.

**d. Termination in Specific Jurisdictions.** In the event that (i) there is a Certification Mark Claim made against GlobalPlatform or Licensee in a specific jurisdiction, (ii) there is a determination in a specific jurisdiction by a court of competent jurisdiction or by another governing authority that GlobalPlatform or Licensee does not have the right to use or enforce one or more of the Marks, (iii) GlobalPlatform reasonably believes that it may be unable to obtain or maintain rights to one or more of the Marks in a specific jurisdiction, or (iv) GlobalPlatform reasonably believes that use of one or more of the Marks in a specific jurisdiction could subject GlobalPlatform to a claim for infringement or any other liability, then GlobalPlatform may notify Licensee in writing that it is terminating or modifying the right to use the relevant Mark(s) in the specific jurisdiction. In the event of a notice of termination or modification based on clause (i) in the first sentence of this Section 10(d), Licensee shall, at its sole cost and expense, stop or modify use of the Mark(s) in accordance with the notice, within the timeframe required by a governmental authority, or within ten (10) days from the date of the notice, whichever is shorter. In the event of a notice of termination or modification based on any of clauses (ii) through (iv) of the first sentence of this Section 10(d), Licensee shall be permitted thirty (30) days from the date of the notice to stop or modify use of the Mark(s) in accordance with the notice, unless GlobalPlatform is required by a governmental authority to act on shorter notice.

## 11. EFFECT OF EXPIRATION, MODIFICATION AND TERMINATION.

**a. Cessation of Use; Modification of Use.** Upon expiration of this Agreement under Section 9 or termination under Section 10, Licensee shall cease use of the Marks, including any electronic display of the Marks, in accordance with the timetable set forth below, and cause all of its sublicensees to do the same. Upon modification under this Agreement of the provisions regarding use of the Marks, Licensee shall modify use of the Marks, including any electronic display of the Marks, as instructed by GlobalPlatform, in accordance with the timetable set forth below, and cause any sublicensee to do the same.

**b. Phase-Out Periods.** In the event of expiration or termination for reasons other than those specified in Section 10(b), Licensee shall, at its sole cost and expense: (i) within ninety (90) days after expiration or termination, dispose of or return to GlobalPlatform (and cause all of its sublicensees to do the same), at GlobalPlatform's discretion, all Marks and copies thereof in its possession or control (including without limitation, Marks displayed on or caused to be displayed by products or other materials which are on hand or in process at the time of such termination), (ii) take all necessary steps to fully wind down its distribution and use of the Marks during such ninety (90) day period (and cause its sublicensees to do the same), and (iii) cease (and cause its sublicensees to cease) all distribution and use of any products or other materials displaying or causing the display of any of the Marks on or before the end of such ninety (90) day period; provided, however, that if at any time during such ninety (90) day period Licensee fails to properly maintain any Certification then applicable to any of the Marks then used by Licensee, Licensee shall satisfy all of the obligations set forth in preceding clauses (i), (ii) and (iii) on or before the earlier of the end of the aforementioned ninety (90) day period or the date thirty (30) days after failing to maintain such Certification. In the event of termination for any of the reasons stated in Section 10(b), Licensee shall, at its sole cost and expense, immediately cease (and cause its sublicensees to cease) all distribution and use of any products or other materials displaying or causing the display of any of the Marks, and shall, within thirty (30) days after termination, dispose of or return to GlobalPlatform (and cause all of its

sublicensees to do the same), at GlobalPlatform's discretion, all Marks and copies thereof in its possession or control (including without limitation, Marks displayed on or caused to be displayed by products or other materials which are on hand or in process at the time of such termination). Notwithstanding the foregoing, the phase-out periods for termination under Section 10(d) shall be as set forth in such section.

**c. Effect of Termination.** Subject to use as permitted under Section 11(b) during the phase-out period, all rights granted to Licensee hereunder shall forthwith revert to GlobalPlatform upon the expiration or earlier termination of this Agreement. The provisions of Sections 6, 8, 11 and 16 through 23 shall survive any expiration or termination of this Agreement. Following expiration or earlier termination and any applicable phase-out periods as set forth in Section 10(d) or 11(b), as applicable, Licensee will refrain from further use of the Marks or any mark similar to the Marks, and from further reference to the Marks, direct or indirect.

**12. 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 ("Applicable Law"). Licensee shall take all reasonable steps under the circumstances to ensure that its advertising, promotional materials, documentation, and websites displaying the Marks comply with all Applicable Law. Licensee also agrees that its use of the Marks shall comply with all Applicable Law, including laws specifically relating to the use of trademarks.

**13. PUBLICATION.** Licensee agrees that GlobalPlatform may publish on its website and in other publications a list of the products and/or service providers that have received Certifications, and are therefore eligible to use a Mark under this Agreement.

**14. 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 Licensee shall have no power to obligate or bind GlobalPlatform in any manner whatsoever.

**15. ASSIGNMENT, TRANSFER, SUBLICENSE.** Licensee may not assign or transfer this Agreement or any right granted hereunder without the prior written consent of GlobalPlatform, and any attempted assignment without consent shall be void. Notwithstanding the foregoing, Licensee may assign this Agreement, including all of its rights and obligations under this Agreement, to any successor of its business that at the time satisfies all of the conditions and requirements for each Certification then possessed by Licensee; provided, however, that any such assignment will not relieve Licensee of any of its obligations under this Agreement, including but not limited to Licensee's continuing obligations under Section 6(b). 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.

**16. ENTIRE AGREEMENT.** This Agreement and the Schedules hereto contain the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby.

**17. 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 GlobalPlatform, as set forth in the preamble to this Agreement; and for Licensee, to the address specified by Licensee), 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 GlobalPlatform by email shall be sent to [secretariat@globalplatform.org](mailto:secretariat@globalplatform.org), and notices to Licensee by email shall be sent to the email address specified by Licensee.

**18. MODIFICATION, WAIVER.** Except for the Schedules attached hereto (including the Trademark Guidelines), which may be amended by GlobalPlatform as set forth in this Agreement, 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 Licensee and GlobalPlatform shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

**19. 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.

**20. 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, and any reference to a “section” or “schedule” is a reference to a Section of this Agreement or a schedule attached to this Agreement. A reference to a Section by number includes all subparagraphs contained in the Section.

**21. INCONSISTENCIES.** To the extent that the provisions of this Agreement and its schedules are inconsistent, the provisions of this Agreement will govern and control.

**22. CHOICE OF LAW.** The laws of the State of Delaware, United States of America, shall govern the enforceability, construction, interpretation, and validity of this Agreement, without regard to the principle of conflicts of law. Any action or any dispute arising out of this Agreement shall be tried in Wilmington, Delaware, and the parties consent to the jurisdiction of the state and federal courts therein.

### **23. GLOBALPLATFORM’S REMEDIES.**

a. Licensee acknowledges that its failure to comply with the terms of this Agreement, including, but not limited to, Licensee’s duties after expiration or termination of this Agreement, may result in immediate and irreparable damage to GlobalPlatform, and GlobalPlatform 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.

b. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which GlobalPlatform may be entitled under this Agreement or otherwise, including, but not limited to, remedies under the federal Lanham Trademark Act and equivalent statutes or laws in other jurisdictions.

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

**ACCEPTED AND AGREED TO BY:**

**LICENSEE:**

Licensee Name: \_\_\_\_\_  
*(please print complete name of Licensee company)*

Signature: \_\_\_\_\_

Print Signatory Name: \_\_\_\_\_

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

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

**ACCEPTED AND AGREED TO BY:**

**GLOBALPLATFORM, INC.**

Signature: \_\_\_\_\_

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

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

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

SCHEDULE A

1. GlobalPlatform SESIP Scheme Logo and Product Marks:

A. Scheme Logo



B. Product Marks:



C. **Additional Terms of Use applicable to GlobalPlatform SESIP Product Marks.** The following additional terms and conditions apply to any use of the GlobalPlatform SESIP Product Marks under the Agreement:

1. Subject to your receipt, continued maintenance of, and compliance with all GlobalPlatform requirements and policies relating to a given Certification with respect to a given product, the license granted to you with respect to the GlobalPlatform SESIP Product Marks shall include the right to sublicense your limited rights to the following sublicensees, provided each sublicensee agrees in writing to be bound by the terms and conditions of this Agreement as they apply to you: (a) distributors and resellers of your product(s) for which you have received and continue to maintain a valid GP SESIP Product Certification, who distribute such product(s) without modification; and (b) your customers who incorporate such approved product(s) into such customers' own products for sale or distribution without modification of your product (other than inclusion of code in your product in order to cause the customer's name or other trademarks to appear when your product is used). The scope and duration of any such sublicense shall not exceed the scope and duration of the license granted to you under this

Agreement for use of the GlobalPlatform SESIP Product Marks with respect to a particular product. You shall ensure and be responsible for ensuring that all such sublicensees use the GlobalPlatform SESIP Product Marks in accordance with the terms of this Agreement (including the Trademark Guidelines). Without limiting the foregoing, you shall ensure that whenever a sublicensee references or uses the GlobalPlatform SESIP Product Marks, the licensee attributes ownership of the GlobalPlatform SESIP Product Marks to GlobalPlatform and designates you as the licensee from whom the mark has been sublicensed (e.g., “The GlobalPlatform mark is owned by GlobalPlatform, Inc. and used pursuant to a sublicense from [you].” You shall, at your expense, provide reasonable cooperation to GlobalPlatform in causing your distributors, resellers and customers to cease any use of the GlobalPlatform SESIP Product Marks that is not in accordance with the terms of this Agreement.

2. Upon request from GlobalPlatform or its agents, you shall cooperate as reasonably requested by GlobalPlatform to demonstrate that the use by any sublicensee of the GlobalPlatform SESIP Product Marks permitted hereunder is in compliance with this Agreement (including the Trademark Guidelines). Such cooperation shall include submission of representative samples of all variations of materials bearing the GlobalPlatform SESIP Product Marks, including any advertising, promotional materials, documentation, and websites displaying the GlobalPlatform SESIP Product Marks.

3. With respect to a GP SESIP Product Certification, nothing in this Agreement shall be deemed to indicate GlobalPlatform’s verification of a product’s characteristics, such as usability, aesthetics, performance, capacity, interoperability, national language support, portability, code path or address coverage, freedom from viruses, misuse of cryptographic functions (with respect to practices or law or regulatory consideration), resistance to crypto-analysis or other attacks, kernel or operating system bypass, adherence to related standards, vendor value-added functions, or fitness for any particular purpose.

4. The new logos shall substitute the old ones upon approval of the new logos, and use of old logos shall be prohibited in all transactions and certifications following such approval.

## 2. GlobalPlatform SESIP Lab Marks:

### A. Marks:





**B. Additional Terms of Use applicable to GlobalPlatform SESIP Lab Marks.** The following additional terms and conditions apply to any use of the GlobalPlatform SESIP Lab Marks under the Agreement:

1. The license granted to you in Section 2 of the Agreement with respect to the GlobalPlatform SESIP Lab Marks does not include the right to use the GlobalPlatform SESIP Lab Marks on any product, product packaging, product documentation or similar materials accompanying any product.

2. The license granted to you in Section 2 of the Agreement with respect to the GlobalPlatform SESIP Lab Marks does not include the right to sublicense.

**3. GlobalPlatform SESIP CB Mark:**

**A. Mark:**



**B. Additional Terms of Use applicable to GlobalPlatform SESIP CB Mark.** The following additional terms and conditions apply to any use of the GlobalPlatform SESIP CB Mark under the Agreement:

1. The license granted to you in Section 3 of the Agreement with respect to the GlobalPlatform SESIP CB Mark does not include the right to use the GlobalPlatform SESIP CB Mark on any product, product packaging, product documentation or similar materials accompanying any product.

2. The license granted to you in Section 2 of the Agreement with respect to the GlobalPlatform SESIP CB Mark does not include the right to sublicense.

**SCHEDULE B**

**GlobalPlatform Trademark and SESIP Mark Usage Guidelines**

**(as of November 8, 2023)**

These guidelines provide standards to be followed when using any GlobalPlatform trademark or certification mark.

**I. GENERAL PROVISIONS**

These guidelines are intended for all users of any GlobalPlatform SESIP Mark in any media, including but not limited to printed materials, software, the Internet, and advertising.

The following marks (collectively referred to as the “GlobalPlatform SESIP Marks”) are the various GlobalPlatform SESIP Marks available for use:

Word Form	Color Logo Form
GlobalPlatform SESIP Product Level 1 Mark	
GlobalPlatform SESIP Product Level 2 Mark	
GlobalPlatform Certified SESIP Product Level 3 Mark	
GlobalPlatform SESIP Product Level 4 Mark	

<p><b>GlobalPlatform SESIP Product Level 5 Mark</b></p>	
<p><b>GlobalPlatform SESIP Lab Mark</b></p>	
<p><b>GlobalPlatform SESIP Lab Level 1 Mark</b></p>	
<p><b>GlobalPlatform SESIP Lab Level 2 Mark</b></p>	
<p><b>GlobalPlatform SESIP Lab Level 3 Mark</b></p>	
<p><b>GlobalPlatform SESIP Lab Level 4 Mark</b></p>	

<p><b>GlobalPlatform SESIP Lab Level 5 Mark</b></p>	
<p><b>GlobalPlatform SESIP CB Mark</b></p>	

The GlobalPlatform SESIP Marks are intended to indicate that a product, laboratory or certification body has been certified or accredited (as applicable) by GlobalPlatform, Inc. (“GlobalPlatform”) based on GlobalPlatform’s process for evaluation of the results of testing for compliance with applicable GlobalPlatform specifications and requirements, as modified from time to time (“GlobalPlatform Specifications”). The GlobalPlatform SESIP Marks are to be used only in conjunction with products, laboratories or certification bodies that have been certified or accredited by GlobalPlatform and in accordance with these GlobalPlatform SESIP Mark Usage Guidelines and any applicable trademark license agreement that the applicable product provider, laboratory, certification body or other service provider may have with GlobalPlatform.

**II. USAGE GUIDELINES**

**A. Proper Form and Usage of GlobalPlatform SESIP Marks**

1. The approved format for presentation of the GlobalPlatform SESIP Marks may be downloaded from files provided by the GlobalPlatform Secretariat.
2. GlobalPlatform SESIP Marks may not be incorporated into or combined with any other trademarks, service marks, certification marks, company names, trade names or domain names.
3. GlobalPlatform SESIP Marks must always be shown as they appear above. Never alter the GlobalPlatform SESIP Mark or the arrangement of type within the shape. To maximize its visibility and presence, the GlobalPlatform SESIP Mark must always appear in either color (as above) or black and white.
4. The background behind the GlobalPlatform SESIP Mark must always be white. Never present the GlobalPlatform SESIP Mark against a graphic pattern. Select the color or black and white alternative that provides the greatest contrast with the surrounding color. Other alternate colors can be used only with prior written GlobalPlatform approval.
5. Whenever used, the GlobalPlatform SESIP Mark should be no smaller than 50% of the size of the Licensee’s Mark.

6. To ensure legibility and visual presence, the GlobalPlatform name in a GlobalPlatform SESIP Mark should never appear smaller than as follows:
  - Documents/packaging of A4 or US letter Size of 8-1/2” X 11”
    - GlobalPlatform SESIP Mark should never appear smaller than 1” in width
  - Documents/packaging smaller than A4 or US letter size
    - GlobalPlatform SESIP Mark should never appear smaller than 1/2” in width
7. GlobalPlatform SESIP Marks should not be used with parentheses, commas, or be modified in any form.
8. Always maintain minimum clear space around each GlobalPlatform SESIP Mark equal to 1/4 the height of the GlobalPlatform SESIP Mark, applied in all directions around the mark (see diagram below). No other text or graphic elements may appear inside this clear space area.



**B. GlobalPlatform Ownership of GlobalPlatform SESIP Marks; Other Guidelines**

1. GlobalPlatform is the exclusive owner of the GlobalPlatform SESIP Marks. GlobalPlatform is solely entitled to claim ownership of and register the GlobalPlatform SESIP Marks.
  - When referencing or using the GlobalPlatform SESIP Marks in any web site, promotional materials, marketing and advertising materials, or other documentation, proper ownership of the mark must be attributed to GlobalPlatform. An ownership attribution legend should appear on the same page, if practicable, or on the face of any materials where a GlobalPlatform SESIP Mark appears, in the following format: “[name of mark] mark [and logo, if applicable] [is / are] owned by GlobalPlatform, Inc. and used under license.” Sublicensees of the GlobalPlatform SESIP Product Mark must also designate from whom the mark has been sublicensed. For example:
 

GlobalPlatform SESIP Product Level 1 mark and logo are owned by GlobalPlatform, Inc. used pursuant to a sublicense from [Name Licensee].

When use of the GlobalPlatform SESIP Marks is on a web site, the ownership reference must include a link to the GlobalPlatform web site (currently located at [www.globalplatform.org](http://www.globalplatform.org), and including any successor web site, the “GlobalPlatform Public Website”).
3. No person or entity should register or use a trademark, service mark, certification mark, company name, trade name or domain name that incorporates the combination of letters “GLOBALPLATFORM”.

4. Product providers, laboratories, certification bodies and other service providers should not create alternative word marks or logos to indicate or imply compliance with GlobalPlatform Specifications or receipt of GlobalPlatform approval, Certification or accreditation, even if such person or entity has received a GlobalPlatform approval, Certification or accreditation. Only the applicable GlobalPlatform SESIP Mark provided by GlobalPlatform should be used.
5. GlobalPlatform certified products must be marketed under the product developer's or product seller's own non-GlobalPlatform product names and brands, and GlobalPlatform accredited laboratories and/or their services must be marketed under non-GlobalPlatform names and brands (collectively or individually, the "Licensee's Mark")
6. The GlobalPlatform SESIP Marks should never be combined with the name of a product, laboratory or certification body, or the company name, domain name or logo of the product provider, laboratory or certification body. The name of the product, laboratory or certification body should appear in a prominent location on all materials to make it clear that GlobalPlatform is not the product provider, laboratory or certification body or the author of the materials.
7. No entity or person may refer to the GlobalPlatform SESIP Marks in a manner that might tend to be misleading. For example, product providers whose products have not received a GlobalPlatform Certification should not state that their products were "designed for GlobalPlatform" or are "GlobalPlatform compliant," as such statements might mislead consumers into believing mistakenly that the products have completed GlobalPlatform testing successfully and have been approved by GlobalPlatform.
8. Any claim that a particular product is GlobalPlatform certified, or that a particular laboratory or certification body is GlobalPlatform accredited, can be verified by requesting from the product or service provider a copy of the GlobalPlatform Certification or accreditation letter associated with the product, laboratory or certification body (as applicable), and/or by checking the approved product or service provider list on the GlobalPlatform Public Website.
9. Newspapers, magazines, television and other news organizations (the press) that use the GlobalPlatform SESIP Marks in news reports shall do so only in accordance with these guidelines.

**C. *The GlobalPlatform Trademark***

***GlobalPlatform Trademark:***



The GlobalPlatform Trademark (presented immediately above) is a visible symbol and word mark that is owned and used exclusively by GlobalPlatform. No rights are granted to use or reproduce the GlobalPlatform Trademark.

### **III. PROCESS FOR REPORTING POTENTIAL VIOLATIONS**

Potential infringements and misuses of the GlobalPlatform SESIP Marks include, but are not limited to, products and services that claim GlobalPlatform approval prior to completing evaluation or earning GlobalPlatform Certification or accreditation (as applicable); the use of a GlobalPlatform SESIP Mark in a company, trade, domain name, product or service name or logo; non-attribution of ownership to GlobalPlatform; or incorrect display of a GlobalPlatform SESIP Mark. All potential infringements and misuses of the GlobalPlatform SESIP Marks, including without limitation, the above uses, should be reported to GlobalPlatform.