

MIFARE4Mobile[®] TRADEMARK LICENSE AGREEMENT (the Agreement), between

1. NXP Semiconductors Netherlands B.V., (“NXP”) a private limited liability company incorporated under the laws of the Netherlands with its registered offices at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands also acting on behalf of NXP B.V. “Licensor”; and
2. the Licensee as named in the trademark license request form filled in on the MIFARE4Mobile website www.mifare4mobile.org on behalf of himself/herself and the organization he/she is representing.

The Licensor and the Licensee are in this Agreement collectively referred to as the Parties and individually also as a Party.

IT IS AGREED as follows:

1. Subject to the provisions of this Section 1 and subject to the compliance of the Licensee with the MIFARE4Mobile Trademark Usage Guidelines annexed to this Agreement, which may be changed by NXP at any time, NXP hereby grants to the Licensee a personal, non-exclusive, non-transferable, royalty free, worldwide license to use the MIFARE4Mobile trademark. In all written material in which the MIFARE4Mobile trademark is or will be used the Licensee shall add the sentence “MIFARE4Mobile is a registered trademark of NXP B.V. and is used under license.” This license to use the MIFARE4Mobile Trademark is limited to products, software and services that make use of the MIFARE4Mobile Specification. The MIFARE4Mobile trademark shall (i) be solely used in conjunction with an IC where all MIFARE implementations running on this IC are provided by NXP or by a party licensed by NXP to provide those MIFARE implementations on that IC and (ii) comply with the most recent MIFARE4Mobile Compliance and Robustness Rules published on the MIFARE4Mobile website www.mifare4mobile.org.
2. No license, express, implied or otherwise, is granted to the Licensee to use the NXP trademark or the MIFARE trademark in connection with the MIFARE4Mobile Specification or any products based thereon. No license, express, implied or otherwise, is granted to the Licensee to use the MIFARE Technology. Nothing herein shall be construed as authority for Licensee to make any representations on behalf of the Licensor in respect of the MIFARE4Mobile trademark.
3. Termination – This Agreement may be terminated by the Licensee with a notice of 30 days to the end of a month. This Agreement shall automatically terminate in the event Licensee breaches any of its obligations under this Agreement. In addition this Agreement shall automatically terminate if any of the following events occur to the Licensee:
 - (i) a trustee or receiver for all or substantially all of the assets of the Licensee is appointed; or
 - (ii) the Licensee commences voluntary proceedings in bankruptcy or seek reorganization, dissolution, liquidation or winding-up, or any other relief under bankruptcy act; or
 - (iii) any involuntary proceedings are commenced or any other action is taken against the Licensee in bankruptcy or seeking reorganization, dissolution, liquidation, winding-up or any other relief under bankruptcy laws and such event continues for ninety (90) days undismissed and discharged; or
 - (iv) assignment of all or substantially all of the Licensee’s assets is made for the benefit of creditors other than as security for indebtedness; or

- (v) the Licensee ceases to function as a going concern or to conduct its operations in the normal course of business.

Upon the termination of this Agreement for whatever reason, Licensee shall immediately cease the use of the MIFARE4Mobile trademark.

4. Miscellaneous

4.1 No Other Licenses. Beyond the licenses expressly conferred by this Agreement to the MIFARE4Mobile trademark, no license to any patent, copyright, trademark, trade secret, know how, or other form of intellectual property is conveyed by implication or action of law.

4.2 Waiver. No failure or delay by Licensor to take any action or assert or exercise any right or remedy under this Agreement shall operate or be deemed to operate as a waiver of such right or remedy in the event of the continuation or a repetition of the circumstances giving rise to such right; nor shall any single or partial exercise of such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by Licensor granting such waiver.

4.3 Entire Agreement. The Parties acknowledge that this Agreement expresses the entire understanding and agreement with regard to the subject matter of this Agreement, and that there have been no representations made by Licensor except such as are expressly set forth in this Agreement. This Agreement shall not be subject to change or modification by the Parties except by written amendment signed by the Parties. This Agreement supersedes any agreement previously entered into between the Parties with regard to the subject matter hereof.

5. This Agreement is governed by the law of The Netherlands.

MIFARE4Mobile Trademark Usage Guidelines

General

- a) The Marks may only be used in conjunction with products that are manufactured by NXP or products approved under license of NXP. The Marks may only be used in compliance with the provisions listed in these Guidelines.
- b) The Marks shall be used in a solid color with strong contrast to the background color. Preferred colors are:

On white or light-colored background:	On black or dark-colored background:
<ul style="list-style-type: none">• RGB (123, 177, 219), or hex color code: #7bb1db• black	<ul style="list-style-type: none">• white

MIFARE4Mobile Trademark Usage Guidelines Detail

The policies regarding the use of its MIFARE4Mobile Trademark (for the purpose of this Section: the “Mark”) are as follows:

- a) The Mark may only be used in conjunction with products licensed under the MIFARE4Mobile Specification License Agreement of Licensee.
- b) The Mark shall always be used with capital letters for ‘MIFARE4M’ and lower case letters for ‘obile’.
- c) At the first or most prominent appearance of the Mark in any text, document, webpage or the like, the ‘®’ symbol shall be put next to it [MIFARE4Mobile®]. At least once in the document, the following sentence shall be placed: “MIFARE4Mobile is a registered trademark of NXP B.V. and is used under license.”
- d) When the Mark is used on products (such as electronic devices, etc) the mark shall be used with the ‘®’ symbol next to it [MIFARE4Mobile®]. The following sentence may optionally be put on the device “MIFARE4Mobile is a trademark of NXP B.V.”
- e) The Mark shall be used in the same font, size and color as the rest of the text. [Note: if the font generally used in the document does not provide for capital and lower case letters, then a similar font with capital and lower case letters shall be used for the Mark. The use of outline fonts is not permitted.
- f) The Mark may not be broken up, separated, hyphenated or the like in any way.
- g) There may be no additions to the Mark, other than as described in these Guidelines or as approved by Licensor in writing. The Mark may not be used in direct connection with any other trademark, product name or company name.

The following additions are approved:

- MIFARE4Mobile API
- MIFARE4Mobile Wallet API
- MIFARE4Mobile TSM API
- MIFARE4Mobile Remote Management API (replaces from MIFARE4Mobile 2.0 onwards the term MIFARE4Mobile TSM API)

MIFARE4Mobile figurative marks

By using the MIFARE4Mobile logo, you agree to adhere to these Guidelines and the specific conditions set out here below. Any use contrary to or beyond the scope of these Guidelines is strictly prohibited. NXP, as the brand and trademark owner, has complete discretion to determine whether your MIFARE4Mobile logo usage violates any of the conditions set out in the Guidelines.

1. MIFARE4Mobile logo versions

Full-Color logo



Black-and-White logo



This is the default logo to be used on all type of materials

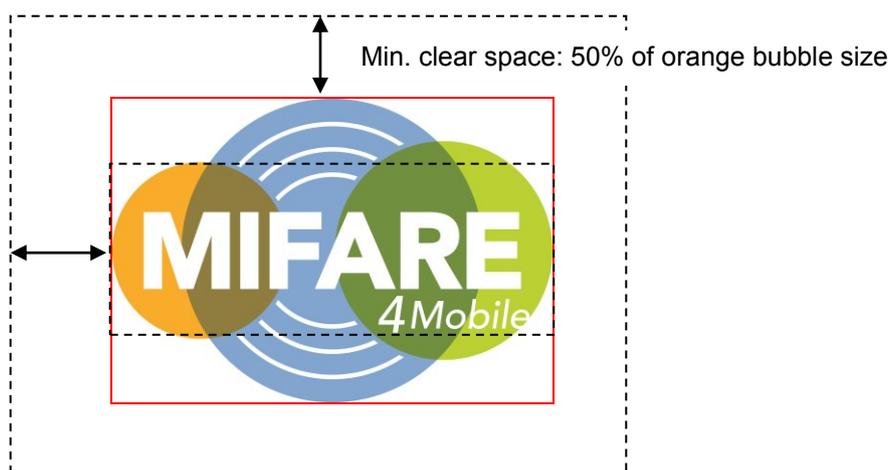
For use in newsprint or on a fax sheet

The MIFARE4Mobile logo is a unique piece of artwork. Its proportion and arrangement has been specifically determined and may not be altered (including any additions, subtractions or other modifications like e.g. any rearrangement of the logo elements).

2. General use of the MIFARE4Mobile logo

Never use the logo in running text as in the following example: We are  partners. If the term MIFARE4Mobile needs to be used in text, use the same typeface, style and color as the rest of the text. Always use upper case characters for MIFARE – never “mifare” or “Mifare” for example, unless you are referring to it in a URL (e.g. www.mifare4mobile.org).

- The logo may not be accompanied by the registered trademark symbol (®).
- Our logo must be shown in a clear and legible form. Therefore, a white ‘clear space’ around the logo, where no text, images or symbols may appear, must be maintained. The minimum clear space around the MIFARE4Mobile logo is defined by the half of the size from the orange bubble:



- The minimum size for print must be 20mm, the minimum size for screen use 55 pixels.

Minimum size for print:



Minimum size 20mm

Minimum size for screen use

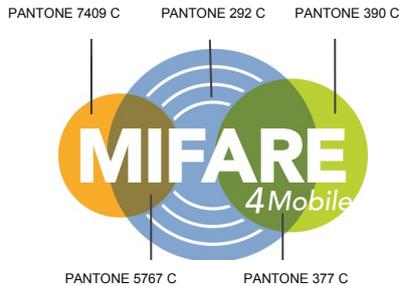


Minimum size 55 pixels

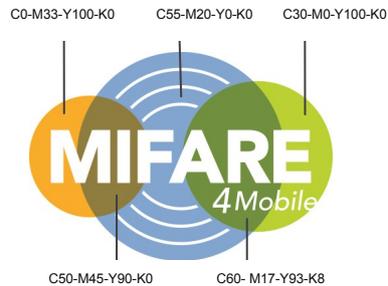
- The MIFARE4Mobile logo has to be used in pixel and print in the specified colors:

- CMYK (full-color for print)
- RGB (for digital)
- Pantone (for pure solid color in print)

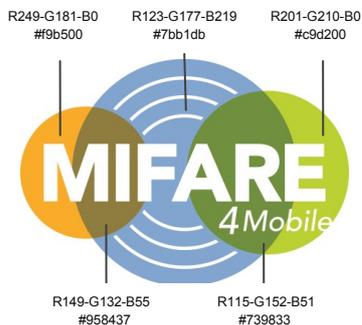
Full-color Pantone version



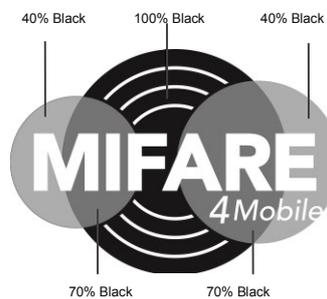
Full-color CMYK version



Full-color RGB version



Black and white logo



White is the preferred background on which the color logo should be reproduced. If this is not possible, the logo should be reproduced in the black and white (grayscale) version as an exception

- Never place the logo in a manner which makes it unreadable (e.g. never place it over another image).
- The logo may not be used in a manner that might imply that non MIFARE materials including but not limited to goods, services, websites, or publications are sponsored, endorsed, licensed by, or affiliated with MIFARE.
- The MIFARE4Mobile logo should be used in a horizontal position only.