

TALQ Trademark Licence Policy

Version 1

Date: 26 November 2021



*The information contained in this document is confidential, privileged and only for the use of the **TALQ Regular and Associate members** and may not be used, published or redistributed without the prior written consent of TALQ Consortium.*

 and **TALQ** are trademarks owned by the TALQ Consortium

COPYRIGHT

The TALQ Trademark Licence Policy is published by the TALQ Consortium. All rights are reserved. Reproduction in whole or in part is prohibited without express and prior written permission of the TALQ Consortium.

DISCLAIMER

The information contained herein is believed to be accurate as of the data of publication, however, the copyright holder will not be liable for any damages, including indirect or consequential from use of the TALQ Trademark Licence Policy or reliance on the accuracy of this document.

CLASSIFICATION

© TALQ Consortium, 2021. This document is confidential. Further copying, distribution or other dissemination of this document requires the written authorization of the TALQ Consortium's Secretary General

NOTICE

For any further explanation of the contents of this document, or in case of any perceived inconsistency or ambiguity of interpretation, please contact the TALQ Consortium:

E-mail: info@talq-consortium.org

Website: www.talq-consortium.org

Document History

Publication Date	Status	Comments
2021-10-19	Version 1 Draft	Adapted from TALQ Trade Mark Agreement
2021-11-26	Final Version 1	

1 Definitions

The capitalized terms used but not herein defined shall have the respective meanings provided in the Consortium Agreement.

Fully Compliant: An implementation of all parts of an Approved TALQ Specification required for a Product, such that the Product has passed the applicable compliance testing procedures set forth in the Certification Policy and Procedures and the Certification Test specification, and conforms to the TALQ Trademark Usage Rules and Guidelines.

Certified Product: means any product of a type for which the CPA grants a License as described in section 2.1.

Certification Process Administrator (CPA): The entity designated by the Steering Committee of the Consortium to conduct the administration of the trademark licensing and certification processes for the Consortium in accordance with the Consortium Agreement.

Product: means only those products (whether hardware, software, or combination thereof) with an interface design based on information disclosed in Approved TALQ Specifications.

TALQ Certification Logo: see TALQ Usage Guidelines

TALQ Logo: see TALQ Usage Guidelines

TALQ Symbol: see TALQ Usage Guidelines

TALQ Trademark: means the TALQ Symbol, 'TALQ' name, TALQ Certified Logo and/or any combination thereof.

Third Party Manufacturer: means any manufacturer that, pursuant to a written contract or other written agreement with Member and/or its Affiliated Companies, manufactures one or more Products on Member's and/or its Affiliated Companies' behalf.

Update: means any update or revision of the TALQ Symbol, the TALQ Trademark Usage Rules and Guidelines, Approved TALQ Specifications or TALQ Certification Process adopted by the Consortium.

2 Trademark License

2.1 Subject to the terms and conditions of this Policy, including without limitation, the compliance provisions set forth in the TALQ Certification Policy, payment of the applicable membership and certification fees, and the continued compliance by Member with the TALQ Trademark Usage Rules and Guidelines then in effect, the CPA hereby grants to Member and its Affiliated Companies a non-exclusive, non-transferable, worldwide license, without the right to grant sub-licenses:

- (a) to use the TALQ Certified Logo on Certified Products manufactured by, manufactured for, sold by or otherwise disposed of by Member and/or its Affiliated Companies, in compliance with the TALQ Trademark Usage Rules and Guidelines;
 - (b) to use any appropriate TALQ Logo in connection with the promotion of an Approved TALQ Specification, and on packaging materials, and in related advertising and other sales and marketing literature, including catalogues, brochures, and user manuals for Certified Products sold or otherwise disposed of by Member and/or its Affiliated Companies, in compliance with the TALQ Trademark Usage Rules and Guidelines.
- 2.2 The CPA undertakes not to assert or have asserted the rights in the TALQ Trademarks against the use of the TALQ Logo by distributors and resellers of Fully Compliant Certified Products produced by Member and its Affiliated Companies or other TALQ member companies which have not reached certification yet, solely for the purpose of promotion of the TALQ Consortium itself and for highlighting the benefits of TALQ, the Smart City Protocol. In the event that Member and/or its Affiliated Companies arranges for the manufacture of one or more Products by a Third Party Manufacturer, the Member shall ensure such Third Party Manufacturer's compliance with the terms and conditions of this Policy (including, but not limited to the Test of such Products). Member further acknowledges and agrees that any breach of the terms and conditions of this Policy by such Third Party Manufacturer shall constitute a breach of this License by Member and/or its Affiliated Companies.
- 2.3 The CPA undertakes not to assert or have asserted the rights in the TALQ Trademarks against the use of the TALQ Symbol or the TALQ Certified Logo on Certified Products produced by or for Member or any of its Affiliated Companies, provided that such use complies with the TALQ Trademark Usage Rules and Guidelines then in effect.
- 2.4 All goodwill associated with the use of the TALQ Trademarks shall accrue to the Consortium. Member shall not acquire any right, title or interest in the TALQ Trademarks by virtue of its use in accordance with the provisions of this Policy, or otherwise. Member and its Affiliated Companies shall not attempt to register the TALQ Symbol, the TALQ Certified Logo or any mark similar to either, as a trademark, service mark, certification mark, trade name, or domain name in any jurisdiction and shall not give permission to or cause any third party to do so either.
- 2.5 Member shall provide such reasonable assistance to CPA as it will require from time to time in protecting and defending the TALQ Trademarks.
- 2.6 Member shall make reasonable efforts to provide to CPA any evidence required from time to time for use in any proceedings either in respect of any alleged infringement of the TALQ Trademarks or any challenge to or defence of the rights.

- 2.7** If CPA chooses not to enforce or have enforced the rights to the TALQ Trademarks, Member may then enforce and defend the TALQ Trademarks at its own expense and shall be entitled to all the damages and profits arising in respect of such litigation. CPA shall provide reasonable assistance to the Member as reasonably required in protecting and defending the TALQ Trademarks, provided that the Member shall reimburse CPA for CPA's reasonable costs and expenses of such assistance.
- 2.8** Member acknowledges and agrees that CPA makes no warranty whatsoever that any use of the TALQ Trademarks does not infringe or will not cause infringement of any third party intellectual property rights.

3 Changes

- 3.1** The Consortium shall be entitled to make Updates to the TALQ Symbol, the TALQ Trademark Usage Rules and Guidelines, the Approved TALQ Specifications and/or the TALQ Certification Process from time to time, in accordance with the TALQ Consortium Agreement. CPA shall inform Member of any such Updates by written notice.
- 3.2** Member and its Affiliated Companies shall comply with all Updates to the TALQ Symbol and/or the TALQ Trademark Usage Rules and Guidelines within one-hundred and eighty (180) days after written notice by the CPA specifying such Update or within such longer period as specified by the CPA in such notice.
- 3.3** In case Member and/or its Affiliated Companies does not comply within such notice period CPA may take action as described in section 5.

4 General

- 4.1** Except for the rights expressly provided under this Policy in relation to the TALQ Symbol and TALQ Certified logo, no party hereto grants or receives, by implication, estoppel, or otherwise, any right under any patent, trademark, copyright or any other intellectual property right.

- 4.2** This Policy shall be governed by and construed in accordance with the laws of Germany, as if this Policy were wholly executed and wholly performed within said country, and without reference to the conflict of laws principles thereof. Any dispute arising out of this Policy may be brought before the competent court in Hamburg, without prejudice to the right of the CPA to seek injunctive relief before any court in any place where any unauthorised use of the TALQ Symbol occurs or threatens to occur.
- 4.3** Sections 14, 15.1, 15.2 and 15.3 of the Certification Policy and 4.3, 4.4, 4.5 and 4.6 shall survive the Member ceasing to be a member of the Consortium.
- 4.4** The exercise by any party of any remedy under this Policy will be without prejudice to its other remedies under this Policy or at law.
- 4.5** The Member acknowledges and agrees that all Members of the Consortium are so-called third party beneficiaries of this Policy and that any Member of the Consortium is entitled to enforce its terms against Member, notwithstanding any action or inaction by the CPA with regard to the enforcement thereof, and free from any claim, defence, set-off or other right of Member against the CPA. Nothing in this Policy shall be construed to give rise to any obligation on any party hereto for the benefit of a third party other than the Members of the Consortium.
- 4.6** Section headings in this Policy are for convenience only and shall not affect the interpretation of any provision of this Policy. All references to section numbers in this Policy shall refer to sections of this Policy unless explicitly stated otherwise.