

TALQ Consortium

PARTNER PROGRAM AGREEMENT

This TALQ Consortium Partner Agreement ("Agreement") is made on and entered into as of [redacted] (the "Effective Date") by and between the TALQ Consortium ("TALQ"), an operating program of the Industry Standards and Technology Organization (ISTO) having its principal place of business at 445 Hoes Lane Piscataway, NJ 08854 US and [redacted], a corporation established under the laws of [country] having its registered address at [full address] ("Partner");

(TALQ and Partner are hereinafter referred to individually as "**Party**" and collectively as "the **Parties**"),

with reference to contacts for said Parties regarding this Agreement:

	Contact authorized to execute this Agreement for TALQ Consortium	Contact Person authorized to execute this Agreement for Partner
Contact Person's Contact Information:		
Address:		
Phone Number:		
Fax Number:		
E-mail address:		

Recitals

- A. TALQ has developed certain Specifications (the "TALQ Specifications" also called "Smart City Protocol") to establish a management application interface between a Central Management Software ("CMS") and Outdoor Device Networks ("ODN").
- B. Partner would like to read the TALQ Specifications to specify and promote the TALQ Specifications in smart city projects.
- C. TALQ wishes to promote the use of the TALQ Specifications in the context of open and industry wide initiatives, and Partner wishes to support the promotion or deployment activities conducted by TALQ.

Now therefore, in consideration of the mutual covenants contained herein, the Parties agree to the following terms and conditions.

1. DEFINITIONS

The definitions set forth in this Section 1 shall apply to the following terms when used with initial capital letters in this Agreement and amendments hereto.

- a. "TALQ Specification(s)" refers to specification(s) that have been approved as a final specification in accordance with the procedures of the TALQ Consortium including any updates or revisions as approved for release by the TALQ Consortium and made available publicly here [github.com /TALQ-consortium](https://github.com/TALQ-consortium).

2. LICENSE GRANT

Subject to Partner's compliance with the terms and conditions contained in this Agreement, the TALQ Consortium grants to Partner a personal, limited, non-exclusive license under TALQ's copyrights in and to the TALQ Specification(s) solely to download, reproduce, or use the TALQ Specification(s) for Partner's internal evaluation purposes only ("the Authorized Purpose").

3. LIMITATIONS ON USE OF TALQ SPECIFICATION(S)

This Agreement does not grant Partner any right to distribute, market or otherwise transfer or disclose the TALQ Specification(s) or any derivative works thereof, nor to make, have made, sell, offer for sale, or distribute any product or service incorporating any portion of the TALQ Specification(s). Partner shall not claim that anything it has developed is certified or compliant with the TALQ Specification(s).

4. NO OTHER LICENSES

The TALQ Consortium, all parties contributing to the TALQ Specification(s) and their respective third party licensors, if any, reserve all rights not expressly granted to Partner including any worldwide rights in or to any copyrights, patents, trade secrets, trademarks or any other intellectual property. Partner acknowledges and agrees that except as expressly set forth in Section 2 of this Agreement, nothing contained in this Agreement shall be construed as granting, by implication, estoppel or otherwise, any right or license to any patent, copyright, trademark, know-how or trade secrets or any other intellectual property right.

5. MARKETING COMMITMENTS

Partner and the TALQ Consortium shall collaborate on TALQ Specification(s) promotion as set forth in this Section 5.

a. TALQ Commitments

The TALQ Consortium shall set up and maintain a portion of its website (“TALQ official website (TALQ Homepage) to describe the TALQ Specification(s) and TALQ initiative to potential Partners and smart city stakeholders (operators and service providers; system integrators, technology solution providers, device vendors).

The content of the TALQ Homepage shall be under the sole control of the TALQ Consortium. The TALQ Homepage shall include a listing of each Partner (“Partner Listing”), which shall include a link to a special page (‘Partner Page’) on the website of the Partner dedicated to its involvement with the TALQ Consortium.

The TALQ Consortium, from time to time, may issue press releases and conduct workshops, seminars, demonstrations, presentations, participate in trade shows, and conduct other outreach events (collectively “Promotion Events”). The timing and content of such press releases and events shall be at the sole discretion and control of the TALQ Consortium.

b. Partner Commitments

Partners are invited to provide a brief company description for its Partner Listing to appear on the TALQ Homepage. Before being posted to the Partner Listing, such description shall be reviewed and approved by the TALQ Consortium; such approval shall not be unreasonably withheld.

Partner shall provide contact details for its Partner Listing, and the TALQ Consortium shall have final approval of such content before Partner posts the foregoing information to its Partner Page; such approval shall not be unreasonably withheld. Partner may from time to time modify its Partner Page, subject to the TALQ Consortium’s approval of such modifications; such approval shall not be unreasonably withheld. The Partner Page may have a further link to the Partner’s own website.

During the Term of this Agreement, Partner shall grant the TALQ Consortium the right to use its company name, company description, and logo in the Partner Listing and at Promotion Events in the manner reasonably expected to achieve the purpose of this Agreement.

Partner acknowledges that the TALQ Consortium remains committed to neutrality amongst all Partners and shall not favor one Partner over another in its press releases, events, or referrals made in any form or manner. Partner shall not engage in promotional or other public activities in the name of the TALQ Consortium except with the prior written approval of the TALQ Consortium.

6. CONFIDENTIALITY

To the extent either Party may receive from the other Party information (in connection with this Agreement) that is proprietary to the disclosing Party, provided that such information is marked as confidential or with a similar notice (if disclosed in writing or tangible form), identified as confidential (if disclosed verbally), or of which the confidential nature is reasonably apparent given the circumstances surrounding its disclosure (“Confidential Information”), the receiving Party shall:

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- (i) safeguard Confidential Information against unauthorized access or disclosure with at least the same degree of care as it exercises in respect of its own confidential information, but no less than a reasonable degree of care;
- (ii) not disclose any Confidential Information to any third parties; and
- (iii) use the Confidential Information solely for the authorized purpose and for no other purpose.

Confidential Information does not include information of which the receiving Party can demonstrate that it:

- (i) is known at the moment of disclosure;
- (ii) is or has become part of the public domain through no fault of the receiving Party;
- (iii) is rightfully obtained by the receiving Party from a third party who was, at the moment of disclosure, not bound by similar confidentiality obligations; or
- (iv) is independently developed by employees of the receiving Party without use of or reference to such information.

The receiving Party may disclose Confidential Information if required by a regulation, law or court order, but only to the extent required to comply with such regulation, law or order, and only after providing reasonable advance notice to the originally disclosing Party to allow such Party to contest such disclosure.

7. TERM AND TERMINATION

- a. This Agreement shall commence on the Effective Date and shall remain in force for a period of two (2) years (“Term”). At the sole discretion of the TALQ Consortium, the Term of this Agreement may be extended with subsequent two-year periods (“Renewal Term(s)”) upon written request of Partner.
- b. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.
- c. Upon termination of this Agreement for whatever reason by the TALQ Consortium, Partner shall immediately cease the use of the TALQ Specification(s) and, at the sole discretion of the TALQ Consortium, either return or destroy the TALQ Specification(s) and all copies thereof.
- d. All provisions of this Agreement, in particular clause 6, the survival of which is necessary for the interpretation or enforcement of a Party's rights or obligations, shall survive termination of this Agreement and shall continue in full force and effect.

8. FEES, PAYMENTS, AND EXPENSES

- a. Within thirty (30) days of executing this Agreement, Partner shall pay to the TALQ Consortium a non-refundable amount (“Annual Partner Fee”) as set annually by the Steering Committee of the TALQ Consortium, and specified in Annex A, without any deductions for taxes, tariffs, duties, or other charges. Upon receipt of such Annual Partner Fee, the TALQ Consortium shall activate or otherwise allow access to a Partner

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Listing and a link to the Partner Page. Upon each anniversary of the Effective Date, Partner shall pay to the TALQ Consortium the non-refundable Annual Partner Fee without any deductions for taxes, tariffs, duties or other charges. All payments shall be made by wire transfer or remittance in accordance with the TALQ Consortium's instructions.

b. Partner shall pay for its own expenses and costs associated with participation in promotional events.

9. COPYRIGHT NOTICES

Partner acknowledges and agrees that the TALQ Specification(s) is/are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Partner shall not remove or alter the copyright notice attached to the TALQ Specification(s) and all copies or reproductions of the TALQ Specification(s) shall bear a clear notice asserting TALQ's or its third party licensors' copyright. The notice shall use the exact wording employed by the TALQ Consortium or its third party licensors in its copyright notice on the TALQ Specification(s).

10. NO WARRANTIES

The TALQ Specification(s), any service (including, but not limited to, training or support), and any and all other information are provided to Partner "AS IS". The TALQ Consortium on behalf of itself and all parties contributing to the TALQ Specification(s) expressly disclaims all warranties, express, implied, statutory or otherwise, including, but not limited to, any warranty of fitness for a particular purpose, merchantability, completeness or non-infringement of third party intellectual property rights.

11. INDEMNIFICATION

Partner agrees that Partner will, without prejudice to any other right of action which the TALQ Consortium may have, at all times keep the TALQ Consortium fully and effectively indemnified against and hold the TALQ Consortium harmless against any and all liability (which liability shall include, without limitation, all losses, costs, claims, expenses, demands, actions, damages, legal and other professional fees and expenses on a full indemnity basis) which the TALQ Consortium may suffer or incur as a result of, by reason of or in connection with any breach or non-fulfillment of any of Partner's obligations regarding this Agreement, or any content provided at its Partner Page.

12. LIMITATION OF LIABILITY

The cumulative liability of the TALQ Consortium for all claims arising from or relating to this agreement or the TALQ Specification(s), whether in contract, tort (including negligence) strict liability or any other legal or equitable theory, shall not exceed €

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100.00. In no event shall the TALQ Consortium or its suppliers be liable to Partner, or any other third party for any incidental, indirect, special, consequential or punitive damages, losses, costs or expenses of any kind, however caused and whether based in contract, tort (including negligence) strict liability or other legal or equitable theory and including damages for interruption of business, procurement of substitute goods, lost profits, or the like, even if the TALQ Consortium has been advised of the possibility of such damages, losses, costs or expenses. The foregoing limitation of liability and exclusion of certain damages shall apply without regard to whether other provisions of this agreement have been breached or have been determined by a court of competent jurisdiction to be invalid, void or unenforceable.

The limited warranty, limited remedies, warranty disclaimer and limited liability are fundamental elements of the basis of the bargain between the TALQ Consortium and Partner and the TALQ Consortium would not provide the TALQ Specification(s) without such limitations.

13. NO ASSIGNMENT

This Agreement is not assignable, in whole or in part, to any third party without the prior written consent of the TALQ Consortium, and any attempt to do so shall be null and void.

14. NO WAIVER

No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

15. SEVERABILITY

If any of the provisions of this Agreement conflict with governing law or are determined to be null, void, or otherwise invalid or unenforceable by a court of competent jurisdiction, then such provision will be deemed stricken from this Agreement, and the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement between Partner and the TALQ Consortium as to the subject matter of this Agreement and supersedes, cancels and merges all prior agreements, negotiations, commitments, communications and discussions as to the subject matter hereof, including without limitation, any earlier versions of licenses under the TALQ Specification(s) accepted by Partner. This Agreement may not be modified except by a written document signed by authorized representatives of the TALQ Consortium and Partner.

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17. COMPLIANCE WITH LAWS AND REGULATIONS

Partner agrees to comply at all times with all applicable laws, rules and regulations of the European Union, United States and other jurisdictions including without limitation, export control and antitrust laws.

18. REMEDIES

Partner acknowledges and agrees that any unauthorized use of the TALQ Specification(s) would result in irreparable injury to the TALQ Consortium for which money damages would be an inadequate remedy and the TALQ Consortium shall have the right, in addition to other remedies available at law and in equity, to seek immediate injunctive relief to prevent any such unauthorized use.

19. INDEPENDENT CONTRACTOR STATUS

The Parties are and intend to remain independent entities. Nothing in this Agreement shall be construed as an agency or joint venture between the Parties.

20. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by pdf scanning and e-mail transmission.

22. NOTICE

Any notice to be provided pursuant to this Agreement shall be given in writing, sent to a Party at the contact address specified on the first page of this agreement.

23. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Germany (excluding its conflict of laws rules). The courts of Hamburg shall have exclusive jurisdiction in case of dispute.

AS WITNESS, the Parties have caused this Agreement to be signed on the date first written above.

[TALQ Consortium]

[Company]

(signature)

(signature)

Name:
Title:

Name:
Title:

Annex A

The Annual Partner Fee is currently € 0.00.0 .