TALQ Certification Policy and Procedures

Version 1.6

10th November 2026



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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:

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Document History

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2019-10-31	Version 1.1	Updated after full review by CWG
2020-02-20	Version 1.2	Updated to take account of test case release: status and procedure
2021-10-21	Version 1.3	Updated to take account of publishing the certified products' Capability Lists on the website. Updated the Test Case Release chapter including the process to manage the demonstration of unreleased test cases. Content moved from the Trademark License Agreement to this document. Therefore, the title of the document changed to "Certification Policy and Procedures". Trademark and confidential information added.

2023-07-20	Version 1.4	Clarification added when a member leaves and re-joins.
2024-11-29	Version 1.5	The TALQ-Compliant term removed. The requirement to enforce at least one profile for the certified product added. A new Certification Scenario added to deal with product name change.
2026-11-10	Version 1.6	TALQ Architecture graphic and TALQ Gateway definition updated.

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1 Introduction

This document contains the overall processes and procedures that shall be used by the member companies to have their product certified as a TALQ certified product. Details of test procedures will be provided in the TALQ Certification Test specification.

The TALQ Specification defines the application protocol between a Central Management Software (CMS) and Outdoor Device Networks (ODNs) to enable configuration management, control, maintenance and monitoring of outdoor devices, as illustrated in Figure 1.

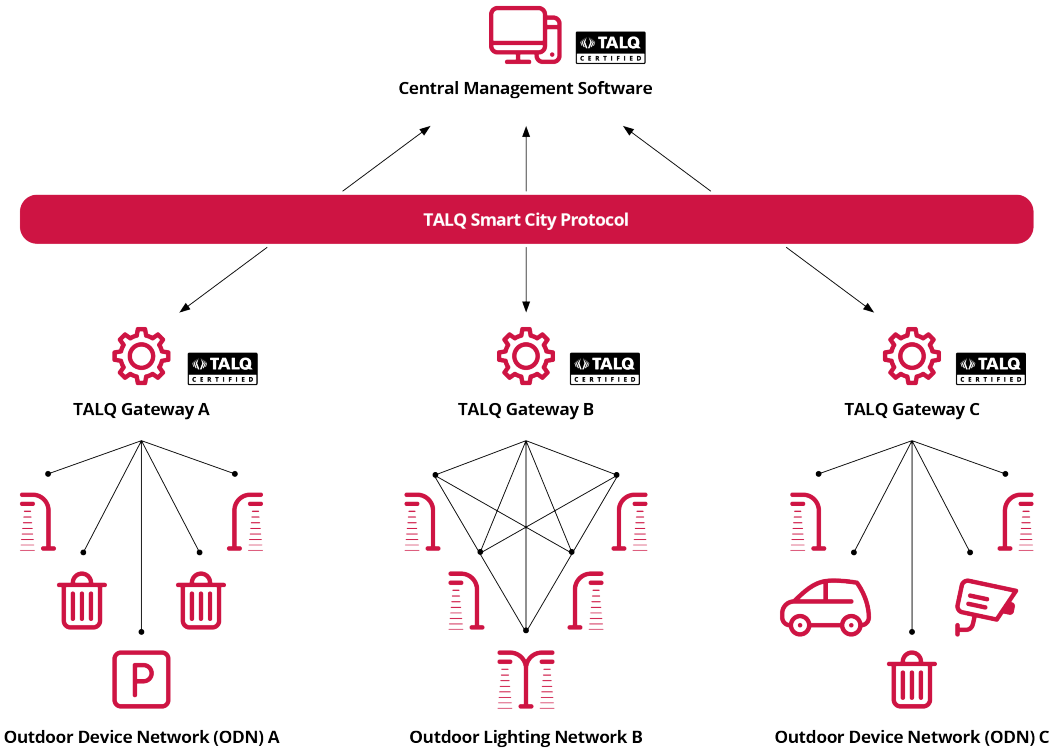


Figure 1 : Scope of the TALQ Specification

With respect to the OSI network reference model, the TALQ Specification covers the application layer, as shown in Figure 2. The TALQ Application Protocol therefore relies on underlying data transport and network layer services to establish end to end communication between the TALQ end points. Standard application support messaging, transport and network layers are considered as part of a reference protocol stack for

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compliance testing. A variety of data link and physical layers protocols may be used in providing a complete solution.

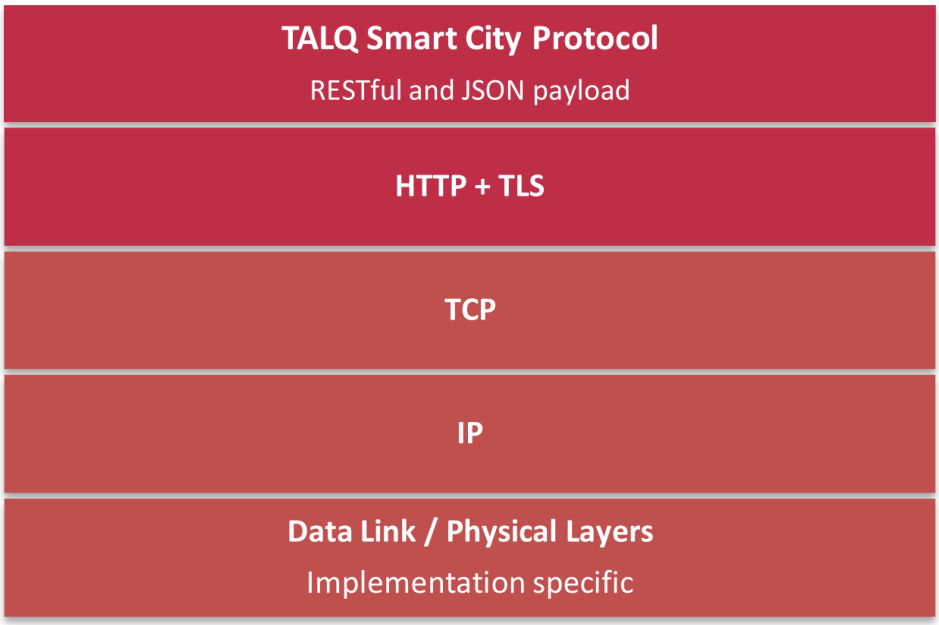


Figure 2 : TALQ Scope in the Protocol Stack

1.1 Abbreviations

TALQ CWG: TALQ Certification Work Group

CMS: Central Management Software

ODN: Outdoor Device Network

CPA: Certification Process Administrator.

1.2 Definitions

Appeal Notice: means a written notice as referred to in section 13.7 sent by Member and/or its Affiliated Companies to CPA, in which Member requests the appointment of an Arbitration Panel to decide the correctness of a Non-Compliance Notice.

Arbitration Panel: means a group of experts appointed by the Steering Committee, consisting of employees of Member companies, who judge the correctness of a Notice of Non-Compliance.

Capability List: The list of TALQ features implemented in a certified product.

Central Management Software: An application which communicates with the ODNs to enable remote configuration, operation and management of device networks.

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Certification Process Administrator: 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.

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

Declaration of Conformity: Declaration by a member company that a product is compliant with the TALQ Specification.

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 this document and the Certification Test specification, and conforms to the TALQ Trademark Usage Rules and Guidelines.

Gateway: Communication device that provides connectivity between the CMS and the ODNs.

Interoperability Test: Procedure to determine whether one or more features of the TALQ specification are fit for purpose and the TALQ test tool adequately demonstrates products' conformance with the specification. The tests are normally carried out as part of a plugfest, but can also be carried out privately between two TALQ members (a Member Test) at the discretion of the TALQ CWG. One of the results of these tests is the release of additional test cases.

Member Test: An interoperability test performed by agreement between products of two independent TALQ members.

Major Revision: means an Update to the Approved TALQ Specification that is not backward compatible with previous versions of the Approved TALQ Specification. Major Revisions are indicated by a change in the version number digits to the left of the decimal point (e.g., Revisions 2.0, 3.0…). In the context of this definition, a specification is considered backward compatible with a previous specification when all products that comply with the revised specification are compatible or interchangeable with all products that comply with the previous specification.

Minor Update: means an Update to the Approved TALQ Specification that corrects, clarifies, or enhances the Approved TALQ Specification with the intent to maintain interoperability with an earlier version of the Approved TALQ Specification. Minor Updates are indicated by a change in the version number digits to the right of the decimal point (e.g.: Revision 1.1, 1.2…1.17 et cetera).

Non-Compliance Notice: means a written notice, either Trademark Non-Compliance Notice, Specification Non-Compliance Notice or Final Non-Compliance Notice as referred to in section 13, sent by the CPA to Member and/or its Affiliated Companies claiming that one or more of Member's and/or its Affiliated Companies' Products

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carrying the TALQ Symbol is not Fully Compliant or otherwise not authorized to carry the TALQ Symbol.

Non-Compliance and **Non-Compliant:** mean any of Member's and/or its Affiliated Companies' Products carrying the TALQ Symbol that is not Fully Compliant.

Non-Compliant Product: A Member's and/or its Affiliated Companies' Product which is not a Certified Product but which carries the TALQ Symbol or is otherwise stated to be compliant.

Outdoor Device Network: Network consisting of managed devices (e.g. gateways, luminaire controllers, displays, sensors, etc.).

Product Type: A series of identical Products, identified by a unique type number selected by Licensee.

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

Released Test Case: An individual Certification Test case which has been declared as released by the CWG. A Test Case will be released by the CWG when it has been sufficiently validated as part of an interoperability test.

Self-Certification Test: Procedure to determine whether a TALQ member's product is compliant with the TALQ specification. This is carried out by a company alone using the TALQ Certification tool.

Self-Certification Test Results: The output of a Self-Certification Test generated by the TALQ Certification Tool. The resulting file, a signed XML file so that it cannot be modified, contains the product Capability List and the result of all the test cases performed.

TALQ: TALQ is not an abbreviation, it is just a name given by the founders of the consortium.

TALQ Certified Logo: The logo developed for approving products as TALQ certified depicted in the TALQ Trademark Usage Rules and Guidelines.

TALQ Certification Tool: A tool that executes the TALQ protocol test suite to check the fulfilment of mandatory and optional requirements by a candidate TALQ product. This tool shall also be capable of capturing the messages exchanged between a TALQ Gateway and a CMS.

TALQ Feature: One or more requirements or attributes that are exercised by a single Certification test case, and that can be implemented by a member company's product as specified in the TALQ specification.

TALQ Gateway: The TALQ Gateway is a logical interface that uses the standardized TALQ API for mapping communication between the Outdoor Device Network (ODN) and the TALQ Central Management Software (CMS).

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TALQ Profile: A set of mandatory functionalities applicable to different smart city applications.

1.3 Conventions

MUST This word, or the terms "***REQUIRED***" or "***SHALL***", mean that the definition is an absolute requirement of the specification.

MUST NOT This phrase, or the phrase "***SHALL NOT***", mean that the definition is an absolute prohibition of the specification.

SHOULD This word, or the adjective "***RECOMMENDED***", mean that there may exist valid reasons in particular circumstances to ignore a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

SHOULD NOT This phrase, or the phrase "***NOT RECOMMENDED***" mean that there may exist valid reasons in particular circumstances when the particular behavior is acceptable or even useful, but the full implications should be understood and the case carefully weighed before implementing any behavior described with this label.

MAY this word, or the adjective "***OPTIONAL***", mean that an item is truly optional. One vendor may choose to include the item because a particular marketplace requires it or because the vendor feels that it enhances the product while another vendor may omit the same item. An implementation which does not include a particular option ***MUST*** be prepared to interoperate with another implementation which does include the option, though perhaps with reduced functionality. In the same vein an implementation which does include a particular option ***MUST*** be prepared to interoperate with another implementation which does not include the option (except, of course for the feature the option provides.)

2 Terms of Use

2.1 Ownership

This document is created and maintained by the TALQ Consortium.

2.2 Usage

Use of this document is governed by the agreement with the TALQ Consortium under which this document has been obtained.

3 References

3.1 Normative References

[1] Approved TALQ specification
(downloadable from the TALQ website Specifications page)

[2] TALQ Declaration of Conformity

[3] TALQ Certification Test Specification

Unless otherwise stated, all documents can be downloaded from the Product Certification page in the TALQ website members' area.

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4 TALQ Certification Process

TALQ Certification is based on a member company's declaration that a product conforms with the TALQ Specification[1]. This declaration must be supported by test results and potentially other information and actions as described in this document. Responsibility for the compliance of a product with the TALQ specification rests with the member company submitting it.

It is important to note that TALQ Certification is not a guarantee of complete interoperability between complementary products, but is intended to provide the highest level of confidence consistent with test requirements that are not unreasonably burdensome. Licensee shall be solely responsible for all test results.

Members seeking TALQ Certification must follow the steps listed below:

1. Create the Capability List of the product
2. Perform Self-Certification Tests
3. Complete a Declaration of Conformity[2] with the TALQ Specification (including a product description)
4. Submit the Self-Certification Test results to TALQ, together with the completed Declaration
5. Pay any required Certification fee

The Member and/or its Affiliated Companies shall be solely responsible for its own expenses associated with the Test performed

The CPA shall have the right to disclose on the Consortium's website the brand name, type number and Capability List of such Licensee's and its Affiliated Companies' Licensed Products that have successfully passed the Self-Certification Test process.

Further details regarding these steps are as follows:

Capability List

Any member company requesting TALQ certification shall configure the TALQ Certification Tool according to the capabilities of the product to be tested. At least one TALQ Profile must be chosen during this configuration. TALQ Profiles define the sets of mandatory functionalities applicable to different smart city applications. This configuration will enable the Tool to identify the tests the product must pass to achieve certification, and to prepare the test suite for the product under test. Any log file generated by the Tool will include the list of capabilities used to identify the required tests (the "Capability List").

Self-Certification Tests

The TALQ consortium will manage the creation and development of the TALQ Certification Tool. The member company must use the current Certification Tool to run the Self-Certification Tests. This will always be accessible from the TALQ website (Product Certification page).

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The Certification Test Tool is provided by the Consortium in good faith but without warranty. Support will be given in the event that the tool is not compatible with or does not operate correctly in the environment provided by the Member, but no guarantee of successful execution of the Tests in a specific environment can be given.

Declaration of Conformity[2]

The Declaration of Conformity identifies the exact product seeking certification – the current template for this document should be downloaded from the TALQ website. The Declaration should include a short description to be used in the list of TALQ-certified products on the TALQ website, the type number and brand name of such product Type (the "Certified Product Type"). The description should highlight any distinctive features of the product and be no longer than 100 words. For the avoidance of doubt and without limitation, the TALQ Symbol shall not be used on, or in connection with, a Product for which the type number, brand name and Test Report have not been provided to the Consortium.

Submission of documents

The process for submitting certification documentation is described on the TALQ website (Product Certification page), from which the current Declaration of Conformity may be downloaded. The test results to be submitted comprise:

- the Self-Certification Test Results XML file generated by the test tool performing the appropriate Self-Certification Test (containing results, logs and capability list)
- if applicable (see section 7 below), any log files of interoperability testing (generated by the test tool in diagnostic mode)

The CWG shall review the submitted test results and deny certification if any output shows the product to be non-compliant.

Certification fee

The fee payable for Certification, if any, is defined within the TALQ Financial Policy.

If all requirements are met, the CWG shall grant certification and the product shall be added to the certified product list on the TALQ consortium website. The member company is eligible to use the TALQ certified symbol for certified products in accordance with the TALQ Trademark Usage Rules and Guidelines.

If certification is denied, the CWG may ask the Member Company to resolve the issues and repeat the Self-Certification Test or other elements of the process.

Figure 3 (next page) indicates the TALQ certification process flow.

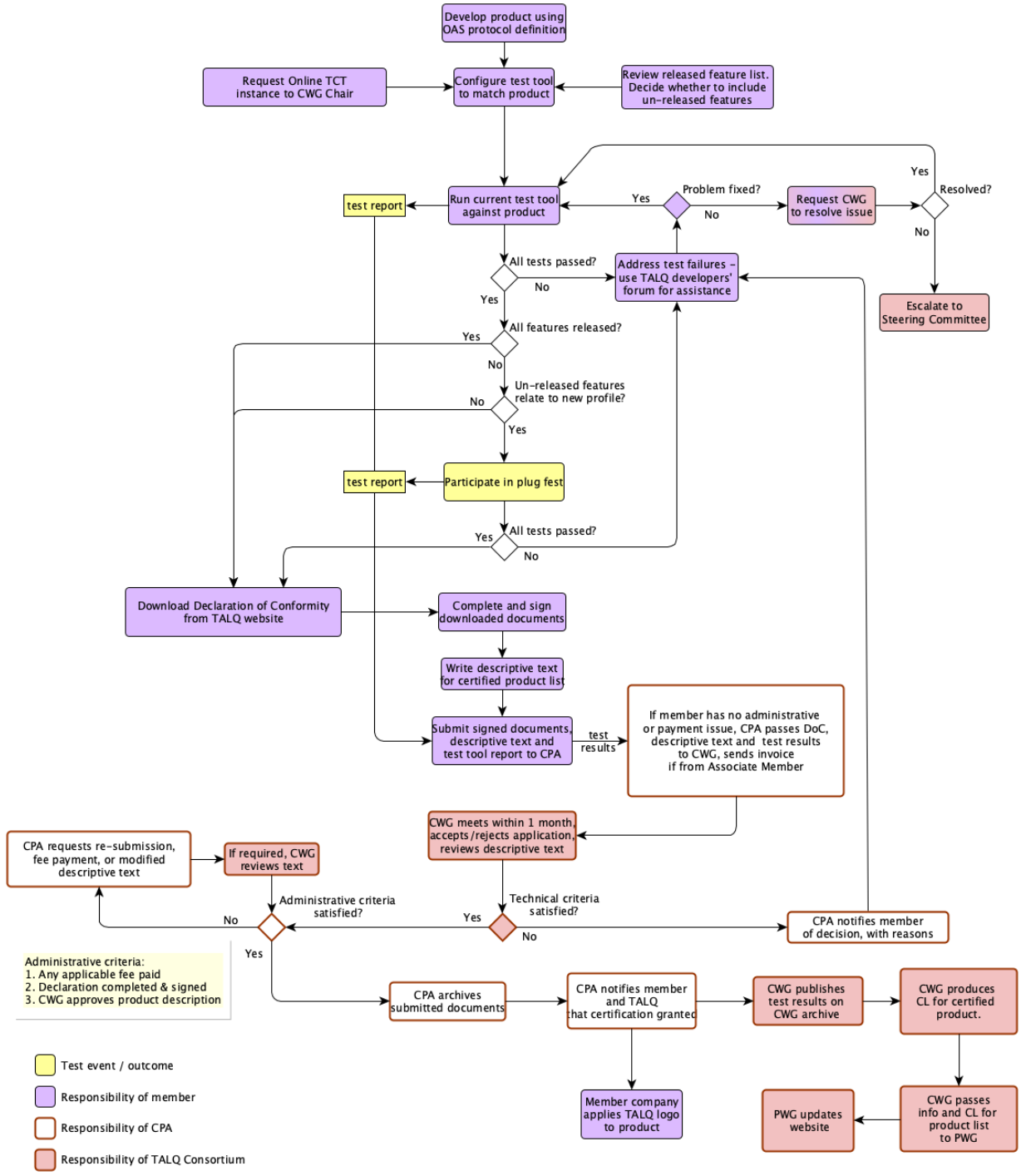


Figure 3: TALQ Certification Process Flow

5 TALQ Certification Tool

5.1 Description

A Certification Test Specification[3] shall be developed by the TALQ CWG to test the requirements defined in the TALQ specification.

The TALQ consortium will release / provide a PC-based Certification Tool with test scripts implemented for all test cases defined in the TALQ certification test specification. The Tool will clearly indicate both directly and in log report files which test cases have been released.

The Certification Tool will be available to member companies from the TALQ consortium, according to the rules set by TALQ consortium.

The output from the TALQ Certification Tool is a signed and tamper proof file in XML format which includes:

- Capability List
- Log
- Test results

The TALQ Certification Tool has two modes of operation:

- Single-ended test mode

  (the Tool emulates a complementary TALQ product)

- Double-ended diagnostic (pass-through) mode

  (the Tool monitors communication between complementary TALQ products)

5.2 Development

New test cases are added to the Certification Tool as the TALQ protocol is extended. When they are first implemented, none of these test cases are released. While the Certification Tool has been shown to be highly reliable, a higher level of assurance is achieved once inter-operability testing between systems (in a Plugfest or otherwise) has confirmed the test results. Following such testing, the CWG will release those test cases that have been validated in this way.

- This testing must take place at a formal Plugfest when new test cases relate to a major extension to the protocol (such as a major version update, or the addition of a new profile) - see section 6 below
- Where test cases have not been validated at a Plugfest simply because they were regarded as less central to common implementations of the TALQ protocol, this testing may take place by agreement between any two independent TALQ members - see section 7 below

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6 Plugfest

Plugfests are an opportunity for different member companies to connect products for interoperability testing. They are also used by the consortium to verify new versions of the TALQ Certification Tool and to declare new test cases released. A new test case will be released at the discretion of the CWG if results from the TALQ Certification Tool are validated during interoperability testing either at a TALQ Plugfest or by private arrangement between members (see section 7 below).

6.1 Schedule

The TALQ CWG shall organize any Plugfest events, providing at least 1 month's notice when announcing an event. Plugfests will be scheduled either as required by the CWG or in response to a request from one or more members. They are open to all members, and any member may offer to host a Plugfest.

A Plugfest will only be confirmed if, after due notice, the minimum criteria (see below) have been met by those registering to attend.

The TALQ CWG shall review Plugfest results and publish an updated list of released test cases within 6 months after a TALQ Plugfest, or at least 1 month before the next scheduled Plugfest, whichever is earlier.

6.2 Minimum Criteria

The following are the minimum criteria required for a Plugfest to proceed

- There shall be at least 3 products implementing a TALQ Gateway and 2 products implementing a CMS
- There shall be at least 3 member companies participating with one or more products

All participating TALQ products must have performed Self-Certification Tests for all declared TALQ features.

To verify an unreleased test case there shall be at least one test performed between a CMS and TALQ Gateway both implementing that feature.

6.3 Duration

Duration of a Plugfest will depend on the number of products that have been registered, but will usually be two to three days for physical events and two weeks for virtual ones.

6.4 Format

The TALQ CWG shall define the format of a Plugfest including the test cases that need to be executed in the Plugfest. The CWG shall publish a set of guidelines in advance of any Plugfest, defining the requirements on members to ensure a successful outcome.

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A plugfest will normally require participating members to travel to a host venue. However, it may be appropriate under some circumstances to arrange a virtual Plugfest where participants connect to known servers without the need for travel to a common location.

6.5 Test Setup

Figure 5 shows the Plugfest test setup. The Certification Tool shall be used to capture the messages from CMS and TALQ Gateway to debug any interoperability issues found during testing.

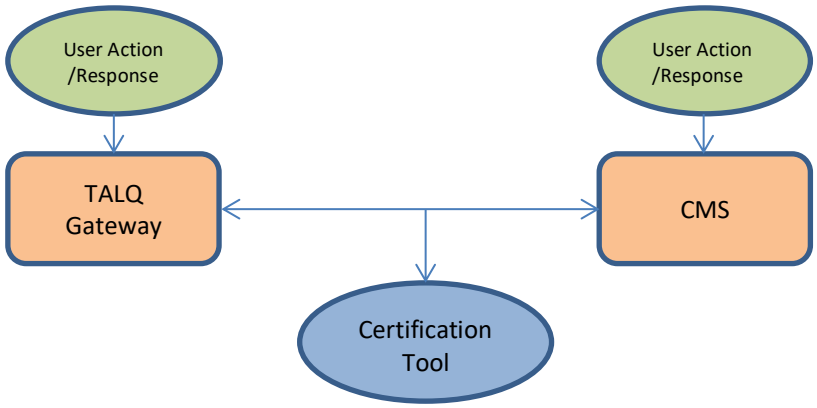


Figure 4: Plugfest Test Setup

6.6 Test results

All participating TALQ member companies must deliver all log files generated during the Plugfest to the CWG before the close of the Plugfest.

TALQ CWG shall archive the Plugfest results. TALQ CWG shall publish information of which systems have been successfully tested with each other. The details of individual test results are only available to the TALQ member companies involved in the test, but if broader technical discussion is required, anonymised result data may be distributed to applicable work groups.

7 Test Case Release

Test cases implemented by the Certification Test Tool may be released following a Plugfest (see above).

The release of a test case may also (at the discretion of the CWG*) follow interoperability testing by agreement between two independent members (i.e. where the development teams for the two TALQ implementations have worked independently and for two different organisations).

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In the absence of imminent Plugfests where these test cases can be confirmed, members should wherever possible carry out such interoperability testing.

A complete Capability List (CL) for each certified product is published on the TALQ website, tagging those features which are related to unreleased test cases (for simplicity let's call them 'unreleased features').

This interoperability testing can only be performed when two independent companies have complementary (i.e.: Gateway and corresponding CMS) unreleased features implemented. The process is described as follows:

- A company A has a certified product (Gateway or CMS), whose CL has some unreleased features.
- Another independent company B certifies a complementary product (CMS or Gateway) with at least one of those features in its CL.
- The CWG will put both companies in contact with one another and follow up the testing process so that they can demonstrate the related unreleased test cases.

Based on the test results of both companies, the CWG will decide if the feature can be considered released, and thus the "unreleased" tag of the CL removed in existing and future certified products. There is an expectation that this process will be completed within at most 6 months.

Such testing may take place before or after certification of the participating products; in either case, the procedure is the same:

1. Before the interoperability test, the TALQ members propose to the CWG a test procedure to validate one or more un-released test cases
2. The CWG either approves the procedure or proposes any amendments they would require before considering the test cases to be suitably validated
3. Following testing, the TALQ members submit to the CWG
    a. the log files from testing each system against the Certification Test Tool
    b. the diagnostic log file from the Tool operated in pass-through mode during interoperability testing according to the approved procedure

All log files must show no errors. Provided that the logs show no anomalies, the CWG may then grant the test case(s) "released" status, which will be reflected in subsequent versions of the Certification Tool and the CL for existing and future certified products.

In the event of more than two members simultaneously developing such unreleased complementary features, the CWG will manage the process appropriately.

**It is anticipated that where test cases relate to wider functional areas that have already been exercised at a Plugfest, permission will usually be granted for private interoperability testing. However, if test cases relate to a new area of functionality, it will usually be required that interoperability be demonstrated at a formal Plugfest.*

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8 TALQ Certification Scenarios

The TALQ specification caters to outdoor device networks, and the products implementing TALQ specification are categorized as Central Management Software or TALQ Gateways.

8.1 First Certification

The product of any TALQ member company requesting Certification must undergo Self-Certification Tests.

The TALQ Certification Tool provides separate suites of test cases according to whether the product under test is a CMS or a TALQ Gateway. The member company submitting a product for certification must (whether or not attending a Plugfest) run all the test cases for that product and submit the Tool output to the TALQ CWG for review.

All the tests in the Certification Tool must be passed in the same run; member companies must not submit the test results from multiple test runs.

Where some of the test cases (determined by the capability list) have not been released, this will be indicated in the test log file that a customer may request. For this reason, the TALQ member may choose to submit evidence in advance of certification, that allows these test cases to be released (see section 7 above).

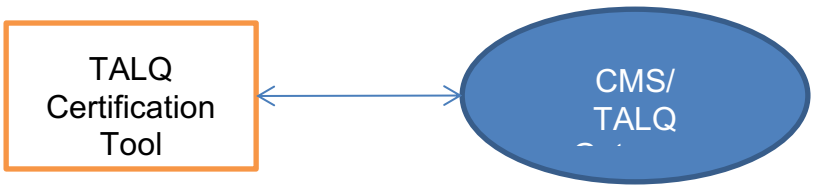


Figure 5 : Certification Test Setup

8.2 Re-certification of a Product

Re-certification of a product is required when:

- Changes to the software of a certified product are made which alter the TALQ implementation part of the software
- TALQ optional features are added to or removed from the product capability list
  (i.e. those features to be included in the certification)
- A hardware change is made to a certified product which impacts TALQ functionality
- The TALQ CWG asks the member company for re-certification, for example if irregularities are found in self-test results or when interoperability issues are found and reported

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In this instance, the requirements of the preceding section (8.1) should be observed.

Re-certification will be required within a period stipulated by the CWG.

If the member company fails to successfully complete the re-certification process within this period (e.g. no re-test is performed or re-testing results in persistent failure) then the product will be removed from the certified products list on the TALQ website.

8.3 Certified product name change

A name change of a certified product is permitted under the following conditions:

- The member company confirms that no changes have been made to the product beyond the name and/or marketing description, and that none of the conditions outlined in section 8.2 (Re-certification of a Product) apply.
- The member company must submit a completed Declaration of Name Change document to the TALQ CWG to formalize the change.
- Applicable fees, as outlined in the TALQ Financial Policy.

The product listing on the TALQ website will be updated accordingly upon successful processing of the Declaration of Name Change.

9 Revision to the Certification Test Specification

The Approved TALQ Specification may be updated by the Consortium from time to time and new versions approved.

In the interest of continuous improvement in the quality of the compliance program, the TALQ CWG may from time to time modify the compliance testing procedures through a change or changes to the certification policy, or to the test specification or the Certification Tool associated with a specific Approved TALQ Specification. Because a product's certification is good for the life of the product, there will be no requirement for a previously certified product to undergo any further Self-Certification Testing.

When the certification policy or a test specification associated with a specific Approved TALQ Specification is revised, manufacturers in their development cycles may certify new product to that earlier certification policy and specification for a period of 180 days, after which all devices going through certification must be tested using the latest test policy and applicable test specification.

Whenever the TALQ Specification is updated, then if the version number differs **only in the last digit** from the version against which a product was certified, the product may be re-certified against the new version for no further charge.

A change to the released status of a test case becomes effective immediately after publication.

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10 Certified Product Listing

The certified products list on the TALQ website shall include the following details of each certified product:

- Product name
- Vendor information (name & Company logo)
- Model number(s)
- Product version information
- Product summary information provided by the member company
- Capability List
- TALQ Spec version

11 Escalation Mechanism

A TALQ Member Company may initiate a 'request to resolve' with the TALQ CWG in case of conflicts with Test results, corrections in Test Specification or defects in the Certification Tool.
TALQ CWG shall address such 'requests to resolve' and make a recommendation to the member company on the actions to be taken with respect to Certification.
In case of any disagreement with the TALQ CWG the member company may escalate the issue to the TALQ Steering Committee.

12 Validity of the Certificate

Certification of a product is valid for the lifetime of the certified TALQ product unless revoked by the TALQ consortium for reasons defined in the present document, or if the vendor ceases to be a member of the TALQ Consortium.

If a member with certified products leaves the TALQ consortium and re-joins, it will need to follow the certification process again.

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13 Non-Compliance Procedures

13.1 If in respect of any Product carrying the TALQ Symbol the CPA considers, based on any information available to it, that the provisions of section 2.1 of the TALQ Trademark Policy have not been met by the Licensee and/or its Affiliated Companies, including but without limitation that the required information was not provided to the CPA or that, after appropriate consideration of possible explanations by the CPA, there exists reasonable doubt that a Certified Product Type fully meets the technical requirements described in the Certification Process of this Policy, further including but without limitation those referenced in the relevant Declaration of Conformity, the CPA may issue a Provisional Non-Compliance Notice to Licensee giving notice that such Product is considered to be Non-Compliant.

13.2 Licensee may respond to a Provisional Non-Compliance Notice in writing to the CPA, no later than thirty (30) calendar days after receipt of the Non-Compliance Notice, with:

(a) evidence that the provisions of section 2.1 of the TALQ Trademark Policy have been fully met; or

(b) an explanation of why the provisions were not met and a proposed plan to remedy the situation within 60 days (or longer if agreed by the CPA) of the Provisional Non-Compliance Notice. Such plan may include testing with another Licensee, attendance at a plugfest or other measures.

13.3 If Licensee responds as described in 13.2(a) (above) then the CPA and the Licensee shall further consider the nature of the apparent non-compliance and/or exchange further information and/or seek further details and advice from the Consortium as appropriate. If the CPA concludes that the non-compliance is the result of issues associated with the Test Tool and/or the Approved TALQ Specification it shall take remedial steps as appropriate.

13.4 If Licensee responds as described in 13.2(b) (above) and the CPA considers the proposed remedial plan is appropriate then the CPA may request Licensee to execute the plan. In such case Licensee shall inform CPA of progress such that the CPA may judge adequacy of progress in resolving the apparent non-compliance.

13.5 If CPA considers the explanation given and/or steps taken to be adequate it shall revoke the Provisional Non-Compliance Notice.

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13.6 If no response is received, or if the CPA considers the non-compliance does not result from such Test Tool or TALQ Specification issues and reasonably considers the Licensee's response does not, and would not, adequately remedy the situation described by the CPA, or that progress on remedying the situation is not adequate, then it may issue a Confirmed Non-Compliance Notice to the Licensee.

13.7 Licensee may appeal against a Confirmed Non-Compliance Notice by written notice ("Appeal Notice") to the CPA, no later than thirty (30) calendar days after receipt of the Confirmed Non-Compliance Notice.

13.8 Promptly after receiving an Appeal Notice, CPA shall request the Steering Committee of the Consortium to decide and report to the CPA whether or not the Confirmed Non-Compliance Notice was issued correctly, decide whether or not the product is deemed to conform to an Approved TALQ specification and/or increase the cure periods specified in section 13.10.

13.9 If no Appeal Notice is received from Licensee within the time limit specified in section 13.7 or if the Steering Committee of the Consortium reports to the CPA that the Confirmed Non-Compliance Notice was issued correctly and/or that the Product does not conform to an Approved TALQ Specification, then CPA may issue a Final Non-Compliance Notice to Licensee and/or its Affiliated Companies. In the event that Licensee still has any objection to the Final Non-Compliance Notice, such dispute shall be solved in line with section 4.2 of the TALQ Trademark Policy hereunder.

13.10 In the event that Licensee and/or its Affiliated Companies receives a Final Non-Compliance Notice, Licensee and/or its Affiliated Companies shall within thirty (30) days after receipt of the Final Non-Compliance Notice remove any reference to TALQ associated with the product or products referenced in the Final Non-Compliance Notice, including but not limited to any reference to TALQ in product marking and marketing material. Licensee and/or its Affiliated Companies shall make all commercially reasonable efforts to inform every entity which may have received or have in its possession a Non-Compliant Product that such Product is Non-Compliant and may not work correctly in combination with other Products carrying the TALQ Symbol.

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13.11 Not earlier than five (5) calendar days after issuing a Final Non-Compliance Notice, the CPA and/or the Consortium may remove from its website and/or other publications any reference to the Product that carries the TALQ Symbol but is classified as Non-Compliant Product. CPA shall notify the Licensee of such actions. Should any action prove to be in error, CPA shall publish a suitable retraction.

14 Ownership of the TALQ Trademarks

14.1 This Policy does not transfer or convey to Licensee ownership of, or any rights to the TALQ Trademarks. Licensee's and its Affiliated Companies' use of the TALQ Trademarks shall inure solely to the benefit of the Consortium. Licensee shall not acquire any right, title or goodwill to the TALQ Trademarks by virtue of using the TALQ Trademarks.

14.2 Any and all rights not expressly granted herein to Licensee and its Affiliated Companies are expressly reserved by the CPA and the Consortium.

15 General

15.1 The CPA, the Consortium, and the Steering Committee Members make no warranties express or implied. The TALQ Trademarks, TALQ Specifications, and any contributions thereto provided by the CPA, the Consortium, or any Steering Committee Member, including without limitation the TALQ Certification Process, and the licenses granted under this Policy, are provided "AS IS" with no warranties whatsoever, whether express, implied or statutory, including, but not limited to any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising out of any proposal, specification, guide, design or sample. Licensee acknowledges and agrees that the TALQ Certification Process does not guarantee that any product will conform to Approved TALQ Specifications, function correctly or interoperate with any other product, and that it is Licensee's sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the Approved TALQ Specifications, correct functionality and interoperability. The CPA, the Consortium and each Steering Committee Member expressly disclaim any and all warranties, responsibility and liability for (non-)conformance of any product to the Approved TALQ Specifications, product functionality or product interoperability.

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15.2 In no event will the CPA, the Consortium, any Member of the Consortium, or Licensee be liable to each other for any incidental, consequential, indirect, or special damages (including, without limitation, damages for loss of business or personal profits, business interruption, or any other pecuniary loss) related to this Policy, or arising out of Licensee's and/or its Affiliated Companies' manufacture, have manufactured, use, offering for sale, sale, import, export or disposal by other means of any products carrying TALQ Symbol, even when such party had advance notice of the possibility of such damages. The liability of CPA, the Consortium, and any Member of the Consortium against Licensee and its Affiliated Companies for direct damages not excluded in the preceding sentence, arising out of issuing an incorrect Non-Compliance Notice, and/or the publication of the brand name and type number of products that are incorrectly classified as Non-Compliant pursuant to this Policy, shall in no event exceed the aggregate amount of the Annual License Fee, Certification Fee and the Non-Compliance Fee received by CPA from such Licensee.

15.3 Subject to the remainder of this clause, the Licensee shall indemnify, hold harmless, and defend the CPA, the Consortium as well as any Member of the Consortium from and against any third-party claim arising out of Licensee's and/or its Affiliated Companies' manufacture, having manufactured, use, offering for sale, sale, import, export or other disposal of Licensed Products. The total liability of the Licensee to the CPA, the Consortium as well as any Member of the Consortium under this Policy including in respect of the indemnity granted under this clause 15.3 shall be limited to one million Euros in total (1,000,000 Euros) during the term of the Policy.

15.4 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 unauthorized use of the TALQ Symbol occurs or threatens to occur.

15.5 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.

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15.6 Nothing in this Policy shall prohibit or restrict Licensee and its Affiliated Companies from independently developing competing technologies and standards or to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

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A APPENDIX

A.1 Product Declaration of Conformity Template

The compliance of a product to the TALQ specification is the responsibility of the member company, who shall declare that compliance. The tools and processes described above are to assist member companies in making any such declaration. TALQ Consortium shall provide a specification template which member companies shall use to submit the product declaration (downloadable from the TALQ website – members' area).

A.2 Required Administrative Processes

In support of the outline diagram in figure 3 above, the following paragraphs define the administrative actions required by the certification process.

1. The e-mail address to which all Certification correspondence shall be addressed is published in the members' area of the TALQ website.

2. Submission of initial documentation
   On receipt of a signed Declaration of Conformity, CPA shall verify that all of the following documents are in place:
   a. Signed Declaration of Conformity (current version) including a short description of the named product
   b. Test log file generated by the TALQ Certification Tool
   c. A second log file including interoperability test results may be included if some of the test cases applicable to the product have not been released

   If any of the above documents are missing or evidently incomplete, CPA shall ask that corrected copies be submitted

3. Processing of documents
   If the member has no payment nor administrative issue, CPA shall perform the following actions:
   a. If the member has Associate membership, issue an invoice for the appropriate Certification fee
   b. Circulate all other received documents to members of the TALQ CWG using the internal distribution e-mail address

4. Receipt of invoice payment
   On receipt of any requested Certification fee, CPA shall notify the CWG chair

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5. Responding to member
   Following a meeting of the CWG to review the Certification papers, CPA shall at the request of the CWG chair do one of the following:
   a. Archive all the submitted documents and inform the member that certification has been granted for the named product. In addition, send to the member the reference files for the Certification logo to be used for labelling the product and in related promotional materials
   b. Request one or more elements of the submission to be revised and re-submitted
   c. Inform the member that certification has been refused, and forward to the member the reasons supplied by the CWG chair
6. Publication of Certification
   Once CPA has notified the CWG chair that any applicable certification fee has been paid, the CWG chair will use the documents sent by the member to:
   a. Store the Self-Certification Test results file in the CWG Document Archive.
   b. Generate a PDF Capability List based on the Self-Certification Test results file.
   c. Pass the product info and the PDF Capability List to the PWG for addition to the List of certified products on the website.

A.3 Scope of a Certification

A certification is valid for any product presented to the market with the same company and product names, version number and support to the same Capability List.

Members remain responsible for the continued compliance of any such product.

Members are strongly advised to retest a product throughout its life to ensure that TALQ behaviour is unchanged.

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