

Calypso Trademark Policy defined by CNA

As part of its missions, Calypso Networks Association (CNA) uses several distinctive marks which identify the association and all its work in order to develop and disseminate throughout the world the Calypso technology as widely as possible. All these appellations, logos and other distinctive signs constitute today a major asset for CNA.

Trademark laws allow to protect this asset, thus preserving the link between CNA and the Calypso Technology by ensuring that those trademarks can only be used to identify products or services produced accordingly to CNA's objectives. Hence, CNA wishes that every person exposed to the "Calypso" Trademark be aware that it uses a product or service resulting from industrial and collaborative processes driven under CNA's control and direction. Such mechanism allows CNA to ensure, as much as needed, others safeguards such as the unicity of the serial number and the Calypso Portable Object Certification as defined hereunder.

In order to preserve its brand image, to widely promote and disseminate the Calypso Technology while ensuring the compliance of commercialized products or services, CNA wrote this trademark policy to clarify what uses are allowed, those which require specific authorizations and those restricted to CNA or its members.

Definitions

Calypso Trademark: any existing or future word or figurative trademark owned by CNA consisting in the sole term "CALYPSO", such as European Union trademarks Nos. 006917173 **CALYPSO**, filed on 7 May 2008 and registered on 7 July 2010 by Calypso Networks Association to designate goods and services in classes 9, 35, 39, 42 and 45, and 017967124 **Calypso**, filed on 9 October 2018 to designate goods and services in classes 9, 35, 39, 42 and 45.

Calypso Graphic Charter: the graphic charter accessible on demand at contact@calypsonet-asso.org.

Calypso Specifications: the Application Calypso Cards Detailed External Specifications issued by Calypso Networks Association and titled "Calypso Specifications".

Calypso Portable Object Certification: the certification process implemented by CNA to check the compliance of Contractual Products with the Calypso Specifications, based on a technical evaluation made by an independent laboratory in light of a functional test plan designed by CNA. The Terms and Conditions of the Calypso Portable Object Certification, under which the Beneficiary may apply for, and may be granted under the authority of CNA a "Certification Letter", are detailed on CNA's website www.calypsostandard.net/po-certification/po-certification-process.

Calypso Certified Product: means a product which was granted the Calypso Portable Object Certification under the authority of CNA.

Policy: this document.

Users: individual or organization using the Calypso Trademark.

Website: CNA's website accessible at www.calypsonet-asso.org.

CNA's mission

CNA's mission purports to developing and disseminating the Calypso Technology.

To this end, CNA notably ensures the Calypso Portable Object Certification as described on the Website.

Purpose of the Policy

CNA allows, under certain conditions, the use of the Calypso Trademark by CNA's members and third parties directly contributing to the development and dissemination of the Calypso Technology. The purpose of this Policy is to clarify the rules of use of the Calypso Trademark as an indicator of quality, conformity, reference and security, and to prevent any use that could jeopardize the Calypso Technology.

Rights granted by the Policy and terms of use of the Calypso Trademark

The Calypso Trademark shall be used as required by the following terms of use.

| Users categories | Right granted | Terms of use |
|--|---|--|
| CNA's members | <ul style="list-style-type: none"> You can use the Calypso Trademark in your organization's overview | <ul style="list-style-type: none"> Affiliation with CNA must be unambiguous and shall not imply that you have a certification or expertise. You can use a wording such as « Company (or Organization) member of CNA » or the logo CNA, strictly in accordance with the Calypso Graphic Charter. |
| Calypso Certified Product's manufacturer | <ul style="list-style-type: none"> You can affix the Calypso Trademark on your Calypso Certified Products and use it commercially and non-commercially | <ul style="list-style-type: none"> You must have received from CNA a Certification Letter stating that your product has been certified You must comply with the Calypso Graphic Charter when you affix the Calypso Trademark on your Calypso Certified Product You must add the following mention in your product's documentation: "[Calypso Certified Product's name] integrating Calypso™ Specifications version [specify the version] available on the Website |
| Calypso Certified Product's marketer | <ul style="list-style-type: none"> You can use the Calypso Trademark when you market Calypso Certified Products | <ul style="list-style-type: none"> You must have received from the manufacturer a proof of the Certification Letter stating that its product has been certified by CNA You must comply with the Calypso Graphic Charter All marketing materials mentioning features or functionality related to the Calypso Specification must explicitly refer to such product as « Calypso Certified Product » |
| Calypso Certified Product's User | <ul style="list-style-type: none"> When you use a Calypso Certified Product as part of a professional activity, you can mention the Calypso Trademark in your commercial documents, services' descriptions, and on the Calypso Certified Products made available to your customers | <ul style="list-style-type: none"> You can mention the use of the Calypso Specifications by using the Calypso Trademark or by specifying the following mention: « [Calypso Certified Product's name] integrating Calypso™ Specifications version [specify the version] » You can ask the Calypso Certified Product's manufacturer to affix the Calypso Trademark, strictly in accordance with the Calypso Graphic Charter. |

Any use of the Calypso Trademark not specifically provided for in the Policy, or non-compliant with it, is not authorized unless CNA has given its express consent to such use.

The rights granted by the Policy are granted for all countries where CNA owns trademark rights on the Calypso Trademark.

CNA provides on the Website a regularly updated list of organizations which have signed a specific agreement involving a trademark license.

The Calypso Trademark must be used in accordance with international industry practice, i.e. loyally and reasonably, in order not to jeopardize the Calypso Technology. It is strictly forbidden to use the Calypso Trademark relatively to products which are not certified by CNA. Essentially, any use of the Calypso Trademark must not cause confusion between the Calypso Certified Products and products integrating partly or fully the Calypso Specifications but non-certified in accordance with the Calypso Portable Object Certification.

Exclusion of liability

CNA and its members shall not be personally liable for direct or indirect damages of any nature resulting from Calypso Trademark's use, even if they may be aware of such a risk linked to Calypso Trademark's use. In general, CNA makes no warranty in respect of the Calypso Trademark. In particular, CNA does not guarantee Users against hidden defects ("*vices cachés*") of the Calypso Trademark and against third party claims arising from the Users' use of the Calypso Trademark.

Breach of the Policy

Any breach of the Policy by a User will automatically result in the termination of all rights granted to such User by the Policy.

However, rights granted by the Policy will be restored if the User fixes this breach within thirty (30) days following the receipt of a first notification by CNA recalling the misconducts and the obligation for the User to comply with the Policy.

CNA is authorized to audit or to have the User audited in order to ensure compliance with the Policy.

Applicable Law and Arbitration

The Policy is governed by French law.

Any dispute or disagreement arising out of or in connection with the Policy shall be submitted to mediation in accordance with the Mediation Rules of the Association Française d'Arbitrage. In the absence of agreement within six (6) months following the appointment of a Mediator, the parties agree on settling the disagreement in accordance with the Arbitration Rules of the Association Française d'Arbitrage.

Policy's modifications

The Policy shall be updated by CNA. New versions will be published on the Website. A form is made available to anyone wishing to be informed of those updates.