

NON DISCLOSURE AND LIMITED USAGE AGREEMENT

This Agreement, effective starting from the Date of Effect:

by and between:

INNOVATRON SAS, a corporation of France, having its registered office at 121 Avenue Emile Zola, 75015 Paris, France, hereafter referred to as "Innovatron".

and:

_____, a corporation of _____, having its registered

office at: _____,

hereafter referred to as the "Beneficiary".

In order to be able to evaluate the commercial advantages of the Calypso technology and to be able to develop software for licensed terminals interfacing with licensed products which implement the Calypso specifications (the "Project"), the Beneficiary desires to receive confidential information related to Calypso from Innovatron (the "Information").

On the Date of Effect, the Information contains the documents listed below and their amendments, all available on the web site <http://Calypsonet.org>. The list may be extended to new documents by addition to the web site and by download by the Beneficiary.

SAM C1 Specification

Documentation	Reference
SAM C1*	101010-SamCalypso

(*) Classified *Confidential*: may only be transmitted by email if enciphered.

Now, therefore, it is agreed as follows:

1. The Beneficiary hereby undertakes:
 - (i) to consider and treat as strictly confidential all the information disclosed by Innovatron in compliance with this Agreement, whether or not the tangible media of such Information are marked or otherwise identified as "Confidential" or "Restricted",
 - (ii) not to use or exploit said Information otherwise than for the purposes defined in the Project,
 - (iii) not to use or exploit said Information to develop software or products implementing all or part of the SAM-C1 specification,
 - (iv) to limit communication of the Information to members of its staff who need the Information for the proper performance of the present Agreement and to require such members of its staff are bound by terms of a confidentiality commitment similar to those of the present Agreement,
 - (v) not to copy or reproduce partly or totally the Information unless such a copy or reproduction is strictly necessary for the proper performance of the present Agreement,
 - (vi) under no circumstances to publish the Information, nor to communicate it to any third party.
2. It is nevertheless understood that these obligations are not applicable to any element of the Information:
 - (i) which the Beneficiary can prove was made available to it by a third party who had a right to do so and who did not have any subsisting obligation of confidentiality or restricted use in respect thereof, or

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- (ii) which Innovatron might itself allow to become public knowledge.
3. Nothing contained in this Agreement shall be construed as transferring or assigning to the Beneficiary, by implication, estoppel or otherwise, any intellectual property or other rights in relation to the Information. The Beneficiary is aware that it will have to sign a license from the French company Innovatron, acting on behalf of Calypso Networks Association, in order use this technology on portable objects which are not manufactured under such a license, for example to study, design, manufacture, have manufactured and/or sell any portable object using the Calypso specifications and Calypso brand name. Innovatron has an exclusive license to grant sub-licenses under these elements, and undertakes to grant such a sub-license on a reasonable and non-discriminatory basis to all.
 4. Nothing in this Agreement shall be deemed to grant a license to the Beneficiary directly or by implication under any patent or patent applications.
 5. Nothing in this Agreement shall impose or be deemed to impose on Innovatron an obligation to disclose the Information or any other information. The Beneficiary is aware that Innovatron makes no representation or warranties as to the accuracy or completeness of the Information disclosed under this Agreement. The Information is disclosed on an "AS-IS", "WHERE IS", basis, "WITH ALL FAULTS" known and unknown. Without limiting the generality of the foregoing, Innovatron hereby disclaims all warranties, express or implied, arising by statute or otherwise, in law or in equity, or from a course of dealing or usage of trade, including, without limitation, any express or implied warranty of non-infringement, any implied warranty or condition of merchantability, or any implied warranty or condition of fitness for any purpose, particular, specific or otherwise, in relation to the Information.
 6. In no event will Innovatron be liable:
 - for damages caused by the Beneficiary's failure to perform the Beneficiary's responsibilities; or
 - for any indirect or special damages, including, without limitation, lost profits or savings, or loss of funds; or
 - for incidental or consequential damages; or
 - for punitive or exemplary damages; or
 - for any claim against the Beneficiary by any other party.

All of the foregoing regardless of the form of action, whether in contract or in tort, including, without limitation, negligence, even if Innovatron has been advised of the possibility of such damages, or in law or in equity.
 7. In the event of any breach of this Agreement, Innovatron shall give the Beneficiary written notice and an opportunity to cure. If the breach is not cured within thirty (30) days after Innovatron's written notice, or if the breach is of a nature that cannot be cured, then Innovatron may immediately or thereafter terminate the rights granted in this Agreement. Nothing herein shall prevent Innovatron from seeking other relief, including, without limitation, injunctive relief, for a breach of this Agreement.
 8. This Agreement comes into force at the Date of Effect first indicated above and shall remain valid as long as the Information remains outside of the public knowledge. The Beneficiary may terminate this Agreement at any time, provided it destroys, deletes and/or erases any copy of the Information, including on backup systems, and that it states to have done this thorough deletion to Innovatron by registered written notice.
 9. This Agreement shall be deemed binding and enforceable only on the receipt of the Information to the Beneficiary.
 10. All disputes arising in connection with this Agreement shall be amicably solved between the parties. If they cannot be so amicably solved, such disputes shall be brought before the competent law court of the Paris jurisdiction and shall be conducted in French. French Law shall be applicable.

IN WITNESS THEREOF, the Beneficiary has hereby executed this Non-Disclosure Agreement as of the date indicated above.

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Beneficiary:_____

Name, Position:_____

Signature _____

Company stamp:

IMPORTANT: Beneficiary must put its initials on all pages.

Initials _____

CALYPSO NDA AND LIMITED USAGE FORM

STEP 1.

In order to receive the Calypso Security Specifications and a Limited Usage Agreement, please prepare the following documents:

- One completed copy of the document *181207-WA-ConfidentWeb*, with all pages signed by a signatory authorized to make binding agreements on behalf of your organization.
- One completed copy of the present document (*220927-WA-Form*), see next page.

These documents must be mailed by post only to:

INNOVATRON
121 Avenue Emile Zola
75015 PARIS
FRANCE

STEP 2.

After sending these documents, please send a confirmation, with any questions you may have to the following address: **calypso @ innovatron.fr**

STEP 3.

After receipt of these documents, the Calypso specifications will be made available to you by email to your indicated address. The requests are normally processed in less than five working days.

Organization Name	
Organization Web Site	
Organization Main Business	
Signatory Person Name	
Signatory Person Position	
Signatory Person Email	
Signatory Person Phone	