



Open *DeviceNet*™ Vendor Association, Inc.

DeviceNet™ Terms of Usage

WHEREAS, Open DeviceNet Vendor Association, Inc. ("ODVA"), has the right to distribute the "Specifications" (as defined below) to persons and entities who agree to the terms of this Agreement, ODVA and you, by execution thereof, agree as follows:

User Rights Statement

Upon your execution of this Agreement and payment of the related invoice, ODVA hereby grants to you, the undersigned, a nontransferable, nonexclusive right to use the technical information in the DeviceNet specification (Volume I–Rev 2.0, Volume II–Rev 2.0) attached herewith, including such DeviceNet compliance test software, if any, as may be provided by ODVA (collectively, the "Specifications"), to develop communications systems based on CAN (Controller Area Network) technology and to make, have made, use, sell and have sold communications products implementing CAN technology that are based on information included in the Specifications ("DeviceNet Compliant Products"). In addition, for so long as you shall have maintained, uninterrupted, support coverage for the Specifications (the "Coverage Period") by paying the annual fees charged therefor from time to time by ODVA, you will be entitled without charge to all updates and enhancements to the Specifications (including any DeviceNet model software) generally released by ODVA during such Coverage Period without charge to users maintaining such support coverage. All such updates and enhancements provided to you during such coverage Period shall be considered part of the Specifications for purposes of this Agreement.

Standards Conformance Statement

In the design, manufacture and sale of DeviceNet Compliant products you agree:

- 1) To follow the design specifications, rules and guidelines set forth in the Specifications and to refrain from modifying, reproducing or disseminating (except internally to your own employees) the Specifications without prior written consent of ODVA;
- 2) To periodically test or have tested your DeviceNet Compliant Products to assure their compliance to the requirements given in the Specifications, when such tests are made available;

- 3) To permit ODVA or its agents, no more than once annually, to test your DeviceNet Compliant Products to assure their compliance to the requirements given in the Specifications, when such tests are made available; and
- 4) To make a conspicuous statement in the product documentation that is provided to customers of your DeviceNet Compliant Products ("Customers") that your DeviceNet Compliant Products comply with the Specifications and to produce and supply documentation for Customers specifying the following aspects that may be present in your DeviceNet Compliant Products: optional features described in the Specifications; implementation dependent parameters of your DeviceNet Compliant Products; and features of your DeviceNet Compliant Products that may be considered additions to the Specifications.

DeviceNet Trademarks Usage Statement

Provided your DeviceNet Compliant Products conform to the Specifications and you otherwise comply with the Standards of Conformance Statements given above, ODVA hereby grants to you a nontransferable, nonexclusive right to use the DeviceNet trademark (the "Trademark") in conjunction with your DeviceNet Compliant Products. You agree to conspicuously display the Trademark in proximity to your company name on all DeviceNet Compliant Products. All depictions of the Trademark used by you shall be exact electronic or print reproductions of depictions which will be provided by ODVA or shall be pre-approved by ODVA before their use. If at any time your products do not conform to the Specifications, you agree to terminate your use of the Trademark immediately upon notice of the nonconformance, until such nonconformance is cured. Furthermore, you agree not to adopt or use, or permit any person affiliated with you to adopt or use, any variation of the Trademark or any word or mark likely to be confused with the Trademark.



Open DeviceNet Vendor Association, Inc.

Warranty Disclaimer Statement

The Specifications are provided to ODVA to you on an AS IS basis without warranty. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE BEING PROVIDED BY ODVA. In no event shall ODVA, its officers, directors, members, agents, licensors or affiliates be liable to you or any Customer for lost profits, development expenses or any other direct, indirect incidental, special or consequential damages. You agree to indemnify and hold harmless ODVA, its officers, directors, members, agents, licensors and affiliates (collectively, "Indemnitees") for any losses or damages any Indemnitee may suffer as

a result of your use of the Specification or the Trademark in the manufacture, use sale or distribution of your products.

Miscellaneous

This Terms of Usage Agreement is the entire agreement between you and ODVA relating to the Specifications and the Trademark. This agreement shall be subject to the laws of the State of North Carolina. You agree to comply with all U.S. government export control and technology transfer laws. The terms of this agreement can be amended or waived only in writing. This agreement cannot be assigned by you, and any attempted assignment shall be void. This agreement may be signed in counterparts.

Understood and Agreed:

Print your company name below:

Open DeviceNet Vendor Association, Inc.

By: 1

By: _____
(Signature)

Title: Executive Director

Title: _____

Date: _____

Date: _____

FAILURE TO SIGN AND RETURN THIS AGREEMENT, OR TO PAY THE RELATED INVOICE(S) WILL INVALIDATE THE FOREGOING GRANT OF RIGHTS. ANY USE OR COPYING OF THE SPECIFICATIONS WITHOUT SIGNING AND RETURNING THIS AGREEMENT TO ODVA, AND/OR IN THE ABSENCE OF PAYMENT OF THE RELATED INVOICE, WILL CONSTITUTE AN INFRINGEMENT OF ODVA'S PROPRIETARY RIGHTS. IN CASE OF ANY SUCH INFRINGEMENT, ODVA MAY PURSUE ANY AND ALL LEGAL REMEDIES AVAILABLE TO IT. WITHOUT LIMITING THE FOREGOING, ODVA WILL NOT PROVIDE YOU WITH THE VENDOR IDENTIFICATION NUMBER NECESSARY TO IMPLEMENT THE SPECIFICATION UNLESS THIS AGREEMENT IS SIGNED AND RETURNED TO ODVA AND CORRESPONDING PAYMENT IS MADE.

DeviceNet is a Trademark of Open DeviceNet Vendor Association, Inc.