



APPLICATION AND AGREEMENT FOR MEMBERSHIP

Founded in 1995, ODVA is a global association whose members are comprised of the world’s leading automation companies. ODVA’s mission is to advance open, interoperable information and communication technologies in industrial automation. ODVA recognizes its media independent network protocol, the Common Industrial Protocol or “CIP” – and the network adaptations of CIP – EtherNet/IP, DeviceNet, CompoNet and ControlNet – as its core technology and the primary common interest of its membership. For future interoperability of production systems and the integration of the production systems with other systems, ODVA embraces the adoption of commercial-off-the-shelf (COTS) and standard, unmodified Internet and Ethernet technologies as a guiding principle wherever possible. This principle is exemplified by EtherNet/IP – the world’s number one industrial Ethernet network. For more information, visit the ODVA web site at www.odva.org.

1. ENTITY

Members shall at all times be entities, but not individuals. **All information must be completed.**

A. Name

BUSINESS NAME PROPOSED BY APPLICANT TO BE DISPLAYED IN THE ODVA MEMBER ROSTER AT WWW.ODVA.ORG AND OTHER PUBLIC LISTS OF ODVA MEMBERS

PRIMARY WEB SITE ADDRESS FOR THIS BUSINESS

URL OF BUSINESS MOST CLOSELY RELATED TO ODVA TECHNOLOGIES

B. Corporate Data

LEGAL NAME OF ENTITY SUBMITTING APPLICATION

STREET ADDRESS

CITY

STATE/PROVINCE

ZIP/POST CODE

COUNTRY

TELEPHONE

FAX

WEB SITE

TERM OF FISCAL YEAR (BEGINNING AND ENDING MONTH)

TOTAL ANNUAL SALES

LOCATION OF INCORPORATION OR ESTABLISHMENT (CITY, STATE/PROVINCE, COUNTRY)

ADDITIONAL LEGAL ENTITIES AFFILIATED WITH APPLICANT AND USING SAME NAME AS NAME IN 1A (ATTACH EXTRA PAGES IF NECESSARY): _____

TOTAL NUMBER OF EMPLOYEES FOR ALL ENTITIES ABOVE:

FEWER THAN 100

100 OR GREATER

ENTER ACTUAL NUMBER OF EMPLOYEES: _____

SIGNATURE/INITIALS OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

C. Information about Parent Company, if Entity in 1B is owned by another entity

LEGAL NAME OF ENTITY _____

STREET ADDRESS _____ CITY _____

STATE/PROVINCE _____ ZIP/POST CODE _____ COUNTRY _____

TELEPHONE _____ FAX _____ WEB SITE _____

LOCATION OF INCORPORATION OR ESTABLISHMENT (CITY, STATE/PROVINCE, COUNTRY) _____

TOTAL NUMBER OF EMPLOYEES: FEWER THAN 100 100 OR GREATER

ENTER ACTUAL NUMBER OF EMPLOYEES: _____

2. QUALIFICATIONS FOR MEMBERSHIP

Members shall at all times be vendors who manufacture, or exhibit well-documented plans to manufacture, hardware and/or software products that (A) integrate ODVA technologies, or (B) are designed to enhance the implementation, operation and/or support of hardware and/or software products that integrate ODVA technologies in a multi-vendor systems environment.

A. Hardware and/or software products that integrate ODVA technologies

ODVA Technologies Being Integrated (complete all that apply)	Date of First Manufacture (enter year of actual or planned manufacture)	Does entity have a Vendor ID from ODVA for the technology? (enter yes or no, and number if yes)
EtherNet/IP		
ControlNet		
DeviceNet		
CompoNet		
Common Industrial Cloud Interface		
Description of Products:		

SIGNATURE/INITIALS OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

5. REPRESENTATIONS AND ASSURANCES

By having the authorized representative of the Applicant sign below, Applicant agrees that it accepts the Terms and Conditions of Membership shown in Exhibit A herein represents and warrants the following:

- That the information contained in this Application and all Schedules is true and correct.
- That the Applicant either (a) it has the authority to enter into this Agreement on behalf of all of its Affiliates as defined by the Bylaws in the Article pertaining to Definitions, and to bind all of its Affiliates to the obligations of this Agreement, including the obligations set out in other documents referenced herein, or (b) it has no Affiliates, or (c) each of its Affiliates has executed and delivered to ODVA a countersignature to this Agreement, indicating that it consents to this Agreement, including such terms as may be changed by ODVA by notice to the Member under this Agreement.
- That the Applicant understands that the licenses for Vendor IDs and the use of ODVA technologies and trademarks are conveyed by ODVA through additional agreements and fees between the Member and ODVA and with which the Member must comply as a condition of its qualification for membership.
- That the Applicant understands that its participation in specific ODVA activities, groups, bodies, committees, et cetera, may be subject to additional requirements, agreements and/or fees.
- That the individual signing this Agreement for the Applicant has the authority to enter into this Agreement on behalf of the Applicant and to bind the Applicant to this Agreement.

Submitted and Accepted by Applicant:
Please complete in the English language.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

TITLE OR OFFICE

DATE OF APPLICATION (MONTH, DAY, YEAR)

THE ITEM BELOW WILL BE COMPLETED BY ODVA.

Accepted and Approved by ODVA:

Katherine Voss, Executive Director

Date of Approval of Application

SIGNATURE/INITIALS OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

**SCHEDULE A
REPRESENTATIVES OF APPLICANT**

The information supplied by the Applicant in Schedule A may be updated in the official membership records of ODVA by the Member at any time during the term of this Agreement by submitting the form provided at www.odva.org to update Representatives.

1. DESIGNATED REPRESENTATIVE

Each Member shall appoint a Designated Representative to ODVA who shall receive all official correspondence and notices of the corporation to its Members. For all purposes in the Bylaws where action is to be taken by the Members, or where the presence or absence of Members is to be determined, the action, presence or absence of a Member's Designated Representative shall be deemed to be the action, presence or absence of the Member for such purposes.

NAME _____ TITLE/OFFICE WITHIN COMPANY _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE _____ ZIP/POST CODE _____ COUNTRY _____

DESK TELEPHONE _____ MOBILE/CELL TELEPHONE _____ FAX _____

EMAIL _____

2. WORKING REPRESENTATIVES

Please list the appropriate contact for each of the following areas.

TECHNICAL

NAME _____ TITLE/OFFICE WITHIN COMPANY _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE _____ ZIP/POST CODE _____ COUNTRY _____

DESK TELEPHONE _____ MOBILE/CELL TELEPHONE _____ FAX _____

EMAIL _____

SIGNATURE/INITIALS OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

ACCOUNTS PAYABLE

NAME _____ TITLE/OFFICE WITHIN COMPANY _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE _____ ZIP/POST CODE _____ COUNTRY _____

DESK TELEPHONE _____ MOBILE/CELL TELEPHONE _____ FAX _____

EMAIL _____

MARKETING

NAME _____ TITLE/OFFICE WITHIN COMPANY _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE _____ ZIP/POST CODE _____ COUNTRY _____

DESK TELEPHONE _____ MOBILE/CELL TELEPHONE _____ FAX _____

EMAIL _____

CHIEF EXECUTIVE OFFICER

NAME _____ TITLE/OFFICE WITHIN COMPANY _____

STREET ADDRESS _____

CITY _____ STATE/PROVINCE _____ ZIP/POST CODE _____ COUNTRY _____

DESK TELEPHONE _____ MOBILE/CELL TELEPHONE _____ FAX _____

EMAIL _____

SIGNATURE/INITIALS OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

SCHEDULE B
Submission of Application and Payment of Dues and Fees for Membership
As of January 1, 2013

1. METHOD OF SUBMISSION OF APPLICATION

Prospective **Regular** or **Associate** Members should submit their applications in one of three ways:

Attention: *Membership Manager*
Scanned electronic copy by email to: odva@odva.org
Printed paper copy by FAX to: +1 734 922 0027
Printed paper copy by mail or courier to: ODVA, Inc.
2370 East Stadium Boulevard #1000
Ann Arbor, Michigan 48104-4811
USA

Prospective **Principal** Members should submit their applications in one of three ways:

Attention: *Executive Director*
Scanned electronic copy by email to: odva@odva.org
Printed paper copy by FAX to: +1 734 922 0027
Printed paper copy by mail or courier to: ODVA, Inc.
2370 East Stadium Boulevard #1000
Ann Arbor, Michigan 48104-4811
USA

2. PAYMENT

The total amount due upon acceptance by ODVA of this application, by class of membership and, if applicable, the number of employees, is shown in the table below.

Dues and Fees for Membership

Charges	Regular	Associate	Principal
Initiation Fee	Waived at this time	Waived at this time	\$75,000
First Year Annual Dues	\$6,000	\$2,000	\$75,000
Total Amount Due	\$6,000	\$2,000	\$150,000

Payment for initiation fee and dues must be remitted to: ODVA, Inc. and paid in cash (via wire transfer, electronic funds transfer or check) per invoice from ODVA.

Upon receipt of this application, ODVA will issue an invoice for the total amount due to the applicant. This application and the payment for first year of annual dues and initiation fee must be submitted prior to final approval of the application for membership. If ODVA does not approve the application, dues and fees will be refunded.

EXHIBIT A TERMS AND CONDITIONS OF MEMBERSHIP

This Application and Agreement for membership ("Agreement"), when signed by the authorized representative of the Applicant and accepted by ODVA, Inc. ("ODVA"), constitutes a binding contract between the Applicant and ODVA. The effective date of this Agreement shall occur on the date that all of the following conditions are met ("Membership Date"): (a) such Applicant has applied for ODVA membership, and the Application is accepted and approved by ODVA, except that if Applicant is applying for the Principal Member class, it shall also require the approval of the ODVA Board of Directors, (b) ten (10) business days have passed after such Applicant has made a nonrefundable initiation fee and dues and assessments payment required for the current year for the Applicant's requested class of membership, along with all other fees and assessments due to meet the requirements for membership, and (c) such Applicant has executed this Agreement and such other documents and provided such other information as shall be required to demonstrate such Applicant's eligibility for membership in ODVA.

1. Membership and Class.

1.1. Qualifications. The Member represents that it shall meet at all times the conditions and qualifications for membership in ODVA as defined by the Bylaws of ODVA ("Bylaws"), and the qualifications membership in the class of membership in which it belongs, as both appear at www.odva.org.

1.2. Participants. The Member shall ensure that its Designated Representative and other individuals from the Member who participate in activities of ODVA shall, at all times, be an employee, officer, director and/or sole owner of the Member and comply with all terms and conditions of this Agreement.

1.3. Vendor Name and Identification Number. The privileges of membership in ODVA shall be bound to a single, unique Vendor Name and Identification Number ("Vendor ID") assigned by ODVA. The Member shall, at all times, use the Vendor ID assigned by ODVA and shall not change, loan or assign the Vendor ID.

2. Term, Withdrawal and Termination.

2.1. Initial Term. This Agreement shall commence on the Membership Date and extend for twelve (12) months from the first day of the next quarter beginning on the months of January, April, July or October.

2.2. Renewal Terms. After the expiration date of the initial term, this Agreement shall renew automatically on the date of expiration of the initial term and continue for a second term of one (1) year. It will continue to renew automatically for indefinite, successive terms of one (1) year, unless terminated by the Member as provided in Section 2.4 herein or by ODVA as provided in Section 2.5 herein.

2.3. Change in Class. The Member may re-apply for membership in a different class of membership, provided at that time the Member is eligible to join the new class of members. In this case, this Agreement shall remain in effect until the date on which all the following conditions are met (the "New Membership Date"): (a) such Member has re-applied for membership in the new Class of Members and the application is accepted and approved by ODVA and (b) ten (10) business days have passed after such Member has made a nonrefundable dues initiation fee and annual dues payment equal to the current fees of the membership class, as well as any other fees and assessments owed to ODVA in order to fulfill the qualifications for membership and be admitted in "Good Standing" as defined in the Bylaws. The effect of these actions shall be that the Member shall have voluntarily withdrawn, per Section 2.4 herein, from the previous Class of Members in Good Standing and to have terminated this Agreement as of its New Membership Date in the new Class of Members. The Member shall, pursuant to Section 4 herein, notify ODVA immediately if it no longer meets the qualifications for the Class of Members to which it belongs, and re-apply for membership in a Class of Members for which it is qualified as described above in this section. If the Member fails to notify ODVA that it is no longer eligible for its class of membership and ODVA determines that the Member is no longer eligible for the class of which it is a member, the

Member agrees that ODVA is authorized to change the member to the class of membership for which it is eligible and that the Member shall pay the dues, fees and assessments required of the Member's proper class or voluntarily withdraw from the membership as provided in Section 2.4 herein.

2.4. Withdrawal by the Member. The Member may voluntarily withdraw from the membership and terminate this Agreement at any time during its current term, by notifying ODVA, pursuant to Section 4 herein. The Member shall notify ODVA immediately, pursuant to Section 4 herein, if, at any time, it no longer meets the qualifications for membership in ODVA and voluntarily withdraw from the membership, or else its membership will be terminated by ODVA, as prescribed in the Bylaws and this Agreement. The Member shall notify ODVA of its withdrawal no later than one hundred twenty (120) calendar days prior to the beginning of the next renewal term of this Agreement in order to avoid its obligation for membership dues in the next renewal term. The Member, by complying with this notification requirement will be deemed to have withdrawn in Good Standing provided that the Member has fulfilled all other outstanding obligations with ODVA and under this Agreement.

2.5. Termination of Member by ODVA. ODVA may, as set out by the Bylaws in the Article pertaining to Membership, automatically remove the Member from the membership and terminate this Agreement if (a) the Member fails to maintain its Good Standing with ODVA, (b) the Member no longer meets the qualifications for Membership in ODVA, or (c) if it is determined that the Member, its Designated Representatives, or any of its Participants has violated any material agreement with ODVA or any Intellectual Property, Antitrust/Competition, Confidentiality, or other policy of ODVA. The Member may be expelled from membership for good cause shown as set out by the Bylaws in the Article pertaining to Membership.

3. Important Member Obligations.

The Member, its Designated Representative, and all of its Participants in ODVA (referenced collectively within this Section 3 as "Member") shall comply, at all times, with the following obligations:

3.1. Bylaws. The Member shall abide by the terms of the Bylaws as they appear at www.odva.org and as the same may from time to time be amended in the future pursuant to Section 3.4 herein.

3.2. Policy Regarding Intellectual Property ("IPR Policy") and Other Policies. The Member shall abide by the terms of (a) the IPR Policy of ODVA as it appears at www.odva.org and (b) any other policies, agreements, guidelines and/or procedures developed by ODVA as they appear at www.odva.org and as the IPR Policy or such other Policies may from time to time be amended in the future pursuant to Section 3.4 herein. The Member acknowledges that some of its rights and obligations under the IPR Policy or other Policies may precede, survive or change after the termination of this Agreement as more fully described in the IPR Policy or such other Policies.

3.3. Conformance with Antitrust and Competition Laws. It is the express policy of ODVA to require that all of its activities be conducted strictly in accordance with all applicable law including antitrust and competition laws. It is essential that the Member be aware of the types of activities prohibited by these laws. If the Member has any specific questions relating to its compliance with these laws in connection with its membership and participation in ODVA, it should seek advice from its own legal counsel.

3.4. Amendments and Additions to Bylaws and Policies. ODVA may amend its Bylaws, IPR Policy, or Other Policies, or may adopt additional Policies at any time, and the Member agrees to abide by the terms thereof. If the Member does not wish to be bound by one or more of the Amendments or Additions, the

Member may voluntarily withdraw from membership pursuant to Section 2.4 herein.

- 3.5. Dues, Fees and Assessments. The Member shall make timely payment for its membership dues and all fees and assessments associated with its participation in ODVA. ODVA may change the charges for dues, fees and assessments at any time in its sole discretion. If the Member does not wish to accept one or more changes in these charges, the Member may voluntarily withdraw from membership, pursuant to Section 2.4 herein. Unless otherwise explicitly provided in the Bylaws, in the event of any termination or withdrawal of the Member's membership, any fees that are then due and owing shall remain payable, and no refund shall be made of any dues or fees previously paid.
- 3.6. Confidentiality. The Member shall not disclose information provided to it by ODVA and marked as "ODVA Confidential."
- 3.7. Good Standing. The Member must, at all times, remain in Good Standing with ODVA by abiding by the terms of this Agreement. Termination of this Agreement by ODVA for failure of the Member to maintain its Good Standing, or for other cause, will result in the Member being barred thereafter from membership in ODVA.
4. **Notification**

All notifications shall be in the English language.

 - 4.1. From the Member to ODVA. Notifications identified in this Agreement from the Member to ODVA shall be submitted in writing to the headquarter offices of ODVA at the address specified at www.odva.org.
 - 4.2. From ODVA to the Member. Except to the extent explicitly required or permitted by the Bylaws or a Policy of ODVA, all notifications relevant to this Agreement from ODVA to the Member shall be delivered to the Designated Representative in the official membership records of ODVA. ODVA may make delivery of such notifications by providing the Designated Representative with a notice of the URL where the notification can be retrieved at www.odva.org.
5. **Miscellaneous.**
 - 5.1. Location of Information. The Internet web site of ODVA at www.odva.org may be superseded by successor web sites or another type of location as determined by ODVA, subject to the notification provision in Section 4.2 herein.
 - 5.2. Assignment. The Member may not assign its rights or obligations under this Agreement.
 - 5.3. Disclosure. ODVA may publish or otherwise disclose information concerning its membership, including but not limited to possible filings with relevant government agencies as may be deemed advisable by ODVA from time-to-time. Applicant/Member hereby appoints the Executive Director of

ODVA, or his/her successors, as Applicant's/Member's agent to approve the form and substance of any such publication or disclosure.

- 5.4. Warranty Disclaimer. MEMBER (ON BEHALF OF ITSELF AND ALL ITS AFFILIATES, DESIGNATED REPRESENTATIVE AND PARTICIPANTS IN ODVA) ACKNOWLEDGES THAT THE ODVA MEMBERSHIP, SPECIFICATIONS, STANDARDS, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND THE MEMBERS, THEIR AFFILIATES AND REPRESENTATIVES, THE ODVA EXECUTIVE DIRECTOR, THE ODVA BOARD OF DIRECTORS, AND ODVA EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE, OR ANY OTHER WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, STANDARD OR CONTRIBUTION
- 5.5. Limitation of Liability. IN NO EVENT WILL ODVA OR ANY OF ITS CONSTITUENT PARTS (INCLUDING, BUT NOT LIMITED TO, THE ODVA BOARD OF DIRECTORS, THE ODVA EXECUTIVE DIRECTOR, MEMBERS OR THEIR AFFILIATES, REPRESENTATIVES OR PARTICIPANTS) BE LIABLE TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY RELATED AGREEMENT OR POLICY, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.6. Governing Law. This Agreement and any Policies of ODVA shall be construed under and governed by the laws of Michigan, U.S.A., without reference to conflict-of-laws principles. This Agreement, including all attachments, sets forth the entire understanding of ODVA and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of ODVA and Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. In the case of any conflict between the terms of this Agreement and the terms of the Bylaws or any ODVA Policy, the Bylaws or such Policy shall supersede the terms of this Agreement.