



## TERMS OF USAGE AGREEMENT

ODVA's Terms of Usage Agreement is a foundational document behind the large and vibrant community of adopters. It includes a license agreement between ODVA and each entity that is licensed by ODVA to make and sell products using ODVA technologies. This Agreement defines your responsibilities and rights in connection with your use of the licensed technologies. ODVA technologies that you are licensed to use are those listed and selected by you in Section 2 of this Agreement.

### 1. ENTITY INFORMATION

#### A. Name

BUSINESS NAME PROPOSED TO BE DISPLAYED IN THE ODVA ROSTER OF LICENSED VENDORS AT WWW.ODVA.ORG AND OTHER PUBLIC LISTS OF ODVA

PRIMARY WEB SITE ADDRESS FOR THIS BUSINESS

URL OF BUSINESS MOST CLOSELY RELATED TO ODVA TECHNOLOGIES

#### B. Corporate Data

LEGAL NAME OF ENTITY SUBMITTING THIS AGREEMENT

STREET ADDRESS

CITY

STATE/PROVINCE

ZIP/POST CODE

COUNTRY

TELEPHONE

FAX

WEB SITE

AUTHORIZED REPRESENTATIVE (SIGNATORY ON THIS FORM)

EMAIL ADDRESS

### 2. ODVA TECHNOLOGY TO WHICH ENTITY SEEKS TO BECOME A "LICENSED VENDOR"

**Check each ODVA technology below for which this Agreement is being submitted (each of which is a Final Specification of ODVA, including all supplements)**

**(NOTE:** You do not need to check a box for any ODVA technology for which you previously signed a Terms of Usage ("TOU") Agreement. However, pursuant to Section 5.6 below, this TOU Agreement shall also apply to such pre-existing technology.)

DeviceNet (includes CIP along with CIP distinctive service CIP Energy, plus the DeviceNet Adaptation of CIP)

EtherNet/IP (includes CIP along with CIP distinctive services CIP Energy, CIP Motion, CIP Security and CIP Sync, plus the EtherNet/IP Adaptation of CIP)

CompoNet (includes CIP along with CIP distinctive service CIP Energy, plus the CompoNet Adaptation of CIP)

ControlNet (includes CIP along with distinctive service CIP Energy, plus the ControlNet Adaptation of CIP)

CIP Safety on DeviceNet (must already have or obtain a license for DeviceNet from ODVA)

CIP Safety on EtherNet/IP (must already have or obtain a license for EtherNet/IP from ODVA)

CIP Safety on SERCOS III (must already have or obtain a license for SERCOS III from Sercos International)

SIGNATURE/INITIALS OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**3. REPRESENTATIONS AND ASSURANCES**

*By signing below (or by otherwise signaling its assent to ODVA, such as through the implementation of a Final Specification in its products after having received a copy of this Agreement), the Entity submitting this Agreement agrees that it accepts the Terms and Conditions shown in Exhibit A herein (including all Schedules) and represents and warrants the following:*

- That the information contained in this Agreement is true and correct.
- That the individual signing this Agreement for the Entity has the authority to enter into this Agreement on behalf of the Entity.

**Submitted and Accepted by Entity:**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE OR OFFICE

\_\_\_\_\_  
DATE (MONTH, DAY, YEAR)

\*\*\*\*\*  
**THE ITEM BELOW WILL BE COMPLETED BY ODVA.**

**Accepted and Approved by ODVA:**

\_\_\_\_\_  
Al Beydoun, Ph.D., President and Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor ID Assigned

## EXHIBIT A TERMS AND CONDITIONS

This Terms of Usage Agreement, including all Exhibits and Schedules ("Agreement"), when signed or otherwise assented to by an authorized representative of the Entity named on the first page of this Agreement and accepted by ODVA, Inc. ("ODVA"), constitutes a binding contract between such Entity as a "Licensed Vendor" and ODVA. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in Schedule A attached hereto.

### 1. User Responsibilities.

- 1.1. Licensed Vendor agrees to:
    - 1.1.1. Follow the design specifications set forth in the Licensed Technology, and other rules and guidelines as published by ODVA from time to time, and to refrain from modifying, reproducing, or disseminating the Licensed Technology without prior written consent of ODVA;
    - 1.1.2. Obtain and maintain a Vendor ID for each Licensed Technology to the extent required in Schedule B, if Licensed Vendor does not presently have one issued from ODVA;
    - 1.1.3. Obtain and maintain its specification subscription(s) to the Licensed Technology;
    - 1.1.4. Obtain and maintain Declarations of Conformity from ODVA for its Compliant Products as prescribed by ODVA in its published policies;
    - 1.1.5. Permit ODVA or its agents, upon demand, but no more than once annually, to test its Compliant Products for their conformance with the Licensed Technology;
    - 1.1.6. Make a conspicuous statement in the printed or electronic documentation that is provided to the users of its Compliant Products ("Customers") that such Products conform with the Licensed Technology (a "Statement of Conformance");
    - 1.1.7. Produce and supply reasonably complete product documentation, in printed or electronic form, for Customers specifying the following aspects that may be present in its Compliant Products: optional features described in the Licensed Technology, implementation-dependent parameters of its Compliant Products, and features of its Compliant Products that might be considered additions to the requirements of the Licensed Technology; and
    - 1.1.8. Follow any supplemental requirements for the applicable Licensed Technology covered by this Agreement, as set forth on Schedule B attached hereto as of the Effective Date. Any subsequent changes to Schedule B will be subject to Section 5.20 hereof.
  - 1.2. Licensed Vendor hereby grants to ODVA, with respect to the Licensed Technology, a nonexclusive, nontransferable (except to a successor to substantially all of ODVA's business), worldwide, compensation-free license under its and its Affiliates' Essential Claims in any issued patent covering the Licensed Technology, for use by ODVA to grant sublicenses under the foregoing rights to Other Vendors, solely to make, have made, use, import, offer to sell, sell, lease, market, and to otherwise distribute and dispose of Compliant Products that implement such Licensed Technology, provided that such license shall not extend to features of a product that are not necessary to conform with the Licensed Technology.
- ### 2. User Rights.
- Upon the mutual execution of this Agreement and payment by Licensed Vendor of the related invoice(s), ODVA hereby grants to Licensed Vendor the following rights under the Licensed Technology.
- 2.1. Patent Licenses. ODVA hereby grants to Licensed Vendor a nonexclusive, nontransferable, nonsublicensable, worldwide, compensation-free license under Essential Claims in any issued patent covering the Licensed Technology (but only those Essential Claims for which

ODVA has received the necessary rights -- either from Members under the ODVA Policy Regarding Intellectual Property, from other Terms of Usage Agreements, or otherwise -- to grant such a compensation-free license), solely to allow Licensed Vendor to make, have made, use, import, offer to sell, sell, lease, market, and to otherwise distribute and dispose of Compliant Products provided that such license shall not extend to features of a product that are not necessary to conform with the Licensed Technology.

- 2.2. Defensive Termination of Patent Licenses. In the event Licensed Vendor initiates or threatens to initiate a lawsuit against ODVA or any Member (the "Essential Claim Owner"), or against the Essential Claim Owner's Affiliate, relating to Licensed Vendor's (or its Affiliate's) Essential Claim(s) covering the Licensed Technology, the Essential Claim Owner shall have the right, with respect to any Essential Claims of the Essential Claim Owner (or of its Affiliates) that have been licensed to Licensed Vendor by ODVA pursuant to Section 2.1 hereof (the "Terminated Essential Claims"), to: (a) revoke the license granted by ODVA to Licensed Vendor pursuant to Section 2.1, effective upon the provision by the Essential Claim Owner of written notice to Licensed Vendor; and (b) impose a reasonable royalty/fee for Licensed Vendor's past use of the Terminated Essential Claims. Should the Essential Claim Owner choose to permit future use of its (or its Affiliates') Essential Claims by Licensed Vendor, it shall have the right to impose a reasonable royalty/fee for past and future use of the Essential Claim Owner's or its Affiliates' Terminated Essential Claims by Licensed Vendor. ODVA shall have no liability for any losses or damages that Licensed Vendor may incur as a result of any license revocation or imposed royalty/fee pursuant to this Section 2.2, and Licensed Vendor hereby agrees that it will not assert any claims against ODVA arising out of the same.
  - 2.3. Copyright License. ODVA hereby grants to Licensed Vendor a nonexclusive, nontransferable, nonsublicensable, worldwide, compensation-free license to use and reproduce any discrete portions of any Final Specification (but not such Final Specification as a whole) covered by the Licensed Technology solely to the extent necessary to incorporate such portions of the Final Specification(s) into any Compliant Products that implement such Licensed Technology and any associated documentation in furtherance of the purposes of Section 1.1.7 hereof, but for no other purposes except with the prior written consent of ODVA. Licensed Vendor will properly credit ODVA as the copyright owner in accordance with the Identity Guidelines.
- ### 3. Trademark Authorization.
- 3.1. Usage. Provided Licensed Vendor complies with all aspects of this Agreement, Licensed Vendor is authorized to use the trademark(s) and conformance tested logo mark(s) and word mark(s) associated with the Licensed Technology (the "Licensed Marks") in conjunction with Licensed Vendor's Compliant Products. Such rights to use such Licensed Marks are nonexclusive, nontransferable, nonsublicensable, worldwide, and compensation-free, and may be terminated if Licensed Vendor fails to comply with all requirements in Section 1 of this Agreement. All depictions and use of the Licensed Marks by Licensed Vendor shall comply with the Identity Guidelines and shall be exact electronic or print reproductions of depictions of the Licensed Marks described in such Identity Guidelines or shall be pre-approved by ODVA before their use. If at any time Licensed Vendor's Compliant Products do not conform with the Licensed Technology, Licensed Vendor agrees to terminate its use of the Licensed Marks, immediately upon its own discovery of, or upon notice of, the nonconformance, until such nonconformance is cured. In any case where ODVA has the right to require Licensed Vendor to cease use of the Licensed Marks, it shall also have the right, in accordance with ODVA policies and in its sole discretion, to revoke any or all licenses under the Licensed Technology and invalidate any or all Vendor ID(s) assigned to Licensed Vendor with the resulting termination of all rights and privileges associated with such Vendor ID(s).

- 3.2. Respect for ODVA's Marks, Logos, and Names. Licensed Vendor shall not assert any ownership rights in any ODVA trademark, other mark, name, or logo by assuming, reserving, registering, using, or otherwise claiming any mark, logo, or name (including any Internet domain name) owned or already being used by ODVA (or that is confusingly similar to any such ODVA-owned/used mark, logo, or name) as Licensed Vendor's own, whether as a trademark, service mark, certification mark, trade name, domain name, or "doing business as" name ("d/b/a"), alone or in combination with Licensed Vendor's own trademarks or service marks.
- 3.3. Prohibition on Assertion of Rights. Licensed Vendor agrees not to assert any rights in the Licensed Marks against ODVA, any Member of ODVA, any Other Vendors, or their Affiliates, or to object to the use of the Licensed Marks by such parties.
- 3.4. Required Use of the Licensed Marks. Licensed Vendor agrees that when it refers to the Licensed Technology, it will use the Licensed Marks or use some other means to accurately describe ODVA as the origin of the Licensed Technology. All such use of the Licensed Marks shall inure to the benefit of ODVA.
- 3.5. No Warranty. Licensed Vendor uses the Licensed Marks at its own risk.
4. **Termination.**
- 4.1. Licensed Vendor shall be considered in default hereunder, and ODVA may terminate this Agreement with respect to any or all Licensed Technology upon: (a) the material breach by Licensed Vendor of this Agreement or any other agreement between Licensed Vendor and ODVA, if such breach is not cured within ninety (90) days of the date ODVA provides Licensed Vendor with written notice of such breach; (b) failure to pay any fees due to ODVA, if such failure is not cured within ninety (90) days of the date ODVA provides Licensed Vendor with written notice of such breach, or (iii) termination or expiration of Licensed Vendor's Vendor ID(s).
- 4.2. Licensed Vendor may terminate this Agreement at any time with respect to any or all Licensed Technology by providing written notice to ODVA. Fees paid by Licensed Vendor for the Final Specification(s) checked on the first page of this Agreement are nonrefundable, unless Licensed Vendor terminates this Agreement within forty-five (45) days after Licensed Vendor's receipt of the copy(ies) of such Final Specification(s) and returns such copy(ies) to ODVA.
- 4.3. Upon any termination of this Agreement: (a) all rights and licenses granted to Licensed Vendor hereunder for the Licensed Technology shall terminate and Licensed Vendor shall cease all use of the Licensed Marks and Licensed Technology, including, but not limited to, making, having made, using, reproducing, marketing, importing, offering to sell, selling, leasing, and otherwise distributing or disposing of, Compliant Products; and (b) the licenses granted to ODVA and Other Vendors pursuant to Section 1.2 of this Agreement shall survive with respect to Essential Claims in existence on the date of such termination, and with respect to Essential Claims covering a Final Specification adopted by ODVA after the termination of this Agreement to the extent such Essential Claims: (i) are necessary for the later-adopted Final Specification to be backwards compatible with the prior Final Specifications representing Licensed Technology covered by this Agreement; and (ii) are used in a substantially similar manner, extent, and result as such Essential Claims were used in such prior Final Specifications; provided, however, that if Licensed Vendor terminated this Agreement within the forty-five (45)-day period specified in Section 4.2 and if Licensed Vendor had not yet implemented such Final Specification(s) in any of its products as of the termination date, Licensed Vendor shall not be obligated to grant the license under Section 1.2 with respect to such Final Specification(s).
5. **General.**
- 5.1. Effective Date. This Agreement shall become effective when signed or otherwise assented to by Licensed Vendor and accepted by ODVA.
- 5.2. No Warranty. The parties acknowledge that all information provided as part of the Licensed Technology is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND ODVA EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY.
- 5.3. Limitation of Liability. IN NO EVENT WILL ODVA OR ITS LICENSORS BE LIABLE TO ANY OF ODVA'S MEMBERS, LICENSED VENDOR, OR ANY OTHER PERSON FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST BUSINESS, LOST DATA, OR LOSS OF USE; OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT ODVA OR ITS LICENSORS HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.4. Governing Law; Jurisdiction; Arbitration; Venue; Language. This Agreement shall be construed and controlled by the laws of the State of Michigan, without giving effect to conflict-of-law principles. The parties agree that all disputes arising in any way out of this Agreement that cannot be resolved by good faith discussion will be settled by final and binding arbitration in Ann Arbor, Michigan, U.S.A., under the then-current Commercial Arbitration Rules of the American Arbitration Association with the reasonable costs of such arbitration split equally between such parties and with the prevailing party therein entitled to recover its reasonable legal fees and costs thereby incurred, including attorneys' and experts' fees. Any such arbitral award may be enforced in a court of competent jurisdiction. For purposes of enforcement, the parties irrevocably consent to jurisdiction and venue in the state and Federal courts of the State of Michigan. This Agreement has been written in the English language and it may be translated by Licensed Vendor at its own cost and for its own convenience and internal purposes. However, the official version of this Agreement and the one that shall govern and prevail in all cases, including the case of any difference or disagreement with any such translation, is the English language version.
- 5.5. Affiliates. Licensed Vendor hereby represents and warrants that it has power to cause all patents owned or controlled by it and all of its Affiliates to be licensed as set forth in this Agreement and that it and its Affiliates have ownership rights in all patents and patent applications covering inventions made by their employees in the course of their employment. If Licensed Vendor breaches the foregoing representation and warranty such that the patents owned or controlled by any such Affiliate are not licensed as set forth in this Agreement, then Licensed Vendor shall indemnify and hold harmless ODVA and any Other Vendors of the Licensed Technology from and against any royalties/fees, liability, or damage incurred by ODVA or such Other Vendors as a result of the failure to obtain such patent license. Licensed Vendor shall be liable for all acts or omissions of its Affiliates. Notwithstanding the foregoing, this Agreement shall not confer any rights on such Affiliates as third-party beneficiaries or otherwise; any of Licensed Vendor's Affiliates that wish to implement any Licensed Technology or other ODVA technology may do so only after submitting a separately completed copy of the most recent version of this Agreement to ODVA and ODVA's acceptance of such Agreement.
- 5.6. Complete Agreement for All Final Specifications Licensed by Licensed Vendor. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto, including, but not limited to, any prior Terms of Usage Agreement between ODVA and Licensed Vendor for any Final Specifications

managed by ODVA; provided, however, that, if Licensed Vendor is also an ODVA Member, then the ODVA Policy Regarding Intellectual Property shall also apply to Licensed Vendor, and, in the event of any inconsistency between such Policy and this Agreement, the Policy shall govern. For the avoidance of doubt, the terms and conditions contained in this Agreement will apply to the license of any Final Specifications previously licensed by Licensed Vendor under any earlier version of ODVA's Terms of Usage Agreement, even if such Final Specifications were not checked on the first page of this Agreement.

- 5.7. No Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
- 5.8. Counterparts. 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.
- 5.9. Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions, or requests of any such government.
- 5.10. Force Majeure. No party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, acts of terrorism, governmental action, labor conditions, earthquakes or other natural disaster, or any other cause that is beyond the reasonable control of such party.
- 5.11. Import and Export Controls. In connection with this Agreement, the parties shall comply with all applicable laws, including export, re-export, and foreign policy controls and restrictions that may be imposed by any government.
- 5.12. Third-Party Beneficiaries. Other Vendors are intended third-party beneficiaries of Sections 1.2 and 4.3 of this Agreement, and all Members and ODVA are intended third-party beneficiaries of Section 2.2 of this Agreement, for the sole purpose of enforcing directly against Licensed Vendor the rights and covenants provided thereunder.
- 5.13. Publicity. Licensed Vendor consents to the public disclosure and use of its name for purposes of publicly promoting Licensed Technology, including the use in

statements regarding the conformance of Licensed Vendor's Compliant Products.

- 5.14. No Other Rights. Except as expressly set forth above, this Agreement shall not be construed as granting any rights or interests in or to (a) Essential Claims; (b) any improvements thereto; (c) any particular design, mode, or method; or (d) the proprietary rights of any party to this Agreement or any third party.
- 5.15. Notices. All notices hereunder shall be sent to the addresses indicated on the signature page to this Agreement. For purposes of this Section, notice can include notice by written mail, electronic mail, or by facsimile. Such notices shall be deemed served when sent. Any party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.
- 5.16. Name Change. ODVA may change the name of any Licensed Technology or the name by which this Agreement is identified. However, no such name change shall have any effect on the rights and obligations of the parties under this Agreement.
- 5.17. Headings. The parties acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.
- 5.18. Assignment. Licensed Vendor may not assign its rights or obligations under this Agreement without the prior written consent of ODVA. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Licensed Vendor, or a merger, consolidation, or other transaction that results in a change in control of Licensed Vendor. Any purported assignment in violation of this Section shall be void.
- 5.19. Successors. The terms and provisions of this Agreement will be binding upon and inure to the benefit of ODVA's successors and assigns.
- 5.20. Modifications to this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of each party; provided, however, that any non-substantive, ministerial changes (such as proofreading or formatting changes) made to this Agreement at any time by ODVA shall be effective upon written notice of such changes to Licensed Vendor without the need for written assent by Licensed Vendor.

**SCHEDULE A****Definitions**

1. "Affiliate" means, without limitation, any individual, corporation, partnership, sole proprietorship, joint venture, business unit or division, employee benefit plan, trust, or other enterprise that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another entity, so long as such control exists.
2. "CIP" means the Common Industrial Protocol Final Specification published by ODVA.
3. "Compliant Products" means only those specific portions of products (hardware, software, or combinations thereof), not necessarily the product as a whole, that implement and conform with all relevant required portions of the Licensed Technology.
4. "Control" means (a) direct or indirect beneficial ownership of or the right to exercise decision-making authority with respect to (i) more than fifty percent (50%) of the voting stock or equity in an entity; or (ii) more than fifty percent (50%) of the relevant ownership interest or decision-making authority representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity; or (b) actual working control of an entity, in whatever manner exercised, including, but not limited to, the right, through a management agreement or otherwise, to direct how the intellectual property of an entity is protected, used, or licensed to others or how the day-to-day operations of the entity are conducted.
5. "Essential Claims" means all claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of a Final Specification. A patent claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no commercially reasonable non-infringing alternative for implementing the Final Specification. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the Final Specification is approved by the Technical Review Board of ODVA. Notwithstanding the foregoing, the following are expressly excluded from and shall not be deemed to constitute Essential Claims: (a) any claims that may be contained in the same patent or patent application as Essential Claims but are not themselves Essential Claims as defined above; (b) claims that would be infringed only by: (i) portions of any product and any combination of products (or portions of products) that are not necessary for conformance with any element of the Final Specification, including, but not limited to, any "required," "optional," or "suggested" element referred to in the Final Specification; (ii) enabling technologies that may be necessary to make or use any product or portion thereof that conforms with the Final Specification and are not themselves expressly set forth in the Final Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology, and the like); or (iii) the implementation or use of technology, specifications, or standards developed elsewhere (i.e., outside of ODVA) and merely incorporated by reference into the body of the Final Specification; and (c) design patents and design registrations.
6. "Final Specification" means any technical specification or other technical standard adopted and approved for publication by the Technical Review Board of ODVA as a final specification in accordance with ODVA's standard development/adoption procedures (e.g., DeviceNet™ Specification, EtherNet/IP™ Specification, CompoNet™ Specification, ControlNet™ Specification, and CIP Safety™ Specification).
7. "Identity Guidelines" means the guidelines available on the ODVA website (currently <http://www.ODVA.org/>) that have been developed by ODVA to ensure the accurate and consistent use of its trademarks, logos, and other identity elements by third parties.
8. "Licensed Technology" means CIP and the Final Specification(s) for the interface or adaptation of CIP checked under Section 2 on the first page of this Agreement that Licensed Vendor wishes to implement in its Compliant Products, as well as any other Final Specification(s) previously licensed by Licensed Vendor under any earlier version of ODVA's Terms of Usage Agreement.
9. "Member" means any company, organization, or other entity that applies for and is accepted by ODVA into any class of voting or nonvoting membership, or any other Person (such as certain invited experts) that is deemed to be a Member under the ODVA Policy Regarding Intellectual Property.
10. "Other Vendors" means (a) all Members of ODVA; and (b) any other Person that has entered into an agreement substantially similar to this Agreement with ODVA.
11. "Person" means any individual, corporation, partnership, sole proprietorship, joint venture, trust, limited liability company, business association, governmental entity, or other entity.
12. "Vendor ID" means the vendor identification number for a particular Licensed Technology assigned to Licensed Vendor by ODVA.

## SCHEDULE B

### Supplemental License Requirements for ODVA Technologies

#### **DeviceNet**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement; and
2. Obtain and maintain a Vendor ID for DeviceNet.

#### **EtherNet/IP**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement; and
2. Obtain and maintain a Vendor ID for EtherNet/IP.

#### **CompoNet**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement; and
2. Obtain and maintain a Vendor ID for CompoNet.

#### **ControlNet**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement; and
2. Obtain and maintain a Vendor ID for ControlNet.

#### **CIP Safety on DeviceNet**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement;
2. Obtain and maintain a Vendor ID for DeviceNet; and
3. Obtain and maintain safety certifications for its CIP Safety Compliant Products from an ODVA-recognized competent body for the certification of functional safety products.

#### **CIP Safety on EtherNet/IP**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement;
2. Obtain and maintain a Vendor ID for EtherNet/IP; and
3. Obtain and maintain safety certifications for its CIP Safety Compliant Products from an ODVA-recognized competent body for the certification of functional safety products.

#### **CIP Safety on SERCOS III**

The Licensed Vendor shall:

1. Be a Licensed Vendor for all ODVA technologies for which it makes and sells products and in compliance with the Terms of Usage Agreement;
2. Hold required licenses/authorizations from SERCOS International for SERCOS III;
3. Obtain and maintain a Vendor ID for SERCOS III; and
4. Obtain and maintain safety certifications for its CIP Safety Compliant Products from an ODVA-recognized competent body for the certification of functional safety products.