

1) INTRODUCTION

- a) Purpose of the Policy. ODVA seeks to ensure, to the greatest extent practicable, that products implementing ODVA's technical specifications and technical standards (collectively, the "Specifications") comply with the Specifications and interoperate in multi-vendor systems. The purpose of the Policy Regarding Compliant Products ("Policy") is to provide clear rules regarding the rights and obligations of all Licensed Vendors of ODVA technologies to produce Compliant Products, and obtain and maintain a Declaration of Conformity issued by ODVA. This relates to the Specifications, Conformance and adjunct testing, Declarations of Conformity and Advisory Declarations in order to promote the widest possible deployment of ODVA technologies by industry by helping to ensure that product implementations of ODVA technologies comply with the Specifications and that Compliant Products interoperate in multi-vendor systems.
- b) Scope of the Policy. This document is the complete and exclusive statement of the ODVA Policy Regarding Compliant Products. All Licensed Vendors shall be subject to this Policy and it shall operate in concert with their Terms of Usage Agreements.
- c) Good Faith and Fair Dealing Requirement. All Vendors and other Persons involved in ODVA activities are expected to act in good faith at all times, to understand and comply with the rules and obligations of this Policy and to avoid fraudulent, deceptive, or like behavior.

2) DEFINITIONS

- a) **"Advisory Declarations"** (AD) means an official report provided by ODVA that certifies the verdicts or results of adjunct tests conducted by ODVA or other competent bodies recognized by ODVA.
- b) **"Compliant Product"** means only those specific portions of a Licensed Vendor's product that implement portions of a Specification (hardware, software, or some combination of hardware and software but not necessarily the product as a whole) and conform with all relevant required portions of the Licensed Technology
- c) **"Composite Test"** means any suite of tests that, collectively, form the complete test (e.g., Conformance Test for CIP node on EtherNet/IP comprising protocol test, Device Description File authentication, physical layer test and interoperability test) adopted and approved for official testing by the Conformance Authority as a final Composite Test in accordance with the Bylaws and other test development/adoption procedures.
- d) **"Conformance Authority"** (CA) means the staff of ODVA that is charged with the implementation of this Policy with all the rights and responsibilities as described herein.
- e) **"Conformance Special Interest Group"** (SIG) means the Special Interest Group of ODVA that is authorized by the TRB to hear appeals, as allowed in this Policy, from Licensed Vendors pertaining to determinations by the Conformance Authority for test verdicts of "fail."
- f) **"Conformance Test"** is the means by which ODVA determines a product is compliant with an applicable Specification as required by the Licensed Vendor's Terms of Usage Agreement.
- g) **"Declaration of Conformity"** (DOC) means the official report that is issued by ODVA that certifies that ODVA has determined a product is compliant with the Specification and the Licensed Vendor is compliant with its Terms of Usage Agreement.
- h) **"Derivative Product"** means a product that integrates an "Embedded Technology" product or component as defined below.
- i) **"Device Description File"** means the file, in computer readable format, formatted in accordance with the Specification, used to configure a network to incorporate a product (e.g., Electronic Data Sheet or "EDS").
- j) **"Effective Date"** means the effective date of this Policy, as set forth at the beginning of this Policy.
- k) **"Electronic Test Input File"** means the file, in computer readable format, formatted in accordance with the requirements for the test software, used to configure the test for a product.
- l) **"Embedded Technology"** means a product or component, which by itself may or may not be able to exist as a node on a network, designed to be embedded into a Derivative Product to implement basic building blocks (physical circuit board, protocol stacks, ASICs, FPGAs) of ODVA technology - connectors, power supplies, passive components in general are excluded.
- m) **"Licensed Vendor"** means any Person that has executed or otherwise become bound by one or more Terms of Usage Agreements, either by signing it and returning it to ODVA or through other means of assent specified by ODVA.

- n) **"Node"** means a product with at least one Media Access Control Identifier.
- o) **"ODVA Global Website"** means the official Internet site operated by ODVA and used for all authorized and official communications of ODVA; this website is currently located at www.odva.org.
- p) **"Person"** means any individual, corporation, partnership, sole proprietorship, joint venture, trust, limited liability company, business association, governmental entity, or other entity.
- q) **"Specification"** means any technical specification or other technical standard adopted and approved for publication by the TRB as a final specification in accordance with the Bylaws and other specification development/adoption procedures.
- r) **"Terms of Usage Agreement"** (TOU) means the agreement that contains the licensing rights and obligations and other terms of use to which a Person must agree as a Licensed Vendor in order to implement a Final Specification in a Compliant Product. The ODVA publication number for the TOU as of the Effective Date is PUB00206.
- s) **"TRB"** means the Technical Review Board of ODVA as defined in the Bylaws of ODVA and with all additional rights and responsibilities as defined herein.
- t) **"TSP"** means an ODVA authorized Test Service Provider, either operated by ODVA or officially authorized by ODVA, that performs Conformance and/or other Testing on behalf of ODVA as described herein.
- u) **"Vendor ID"** means the unique number assigned by ODVA that identifies and names a single Licensed Vendor and is allocated for specific CIP network technology or technologies. For details on the user responsibilities associated with maintaining the rights to implement ODVA's Specifications in products, and thereby maintain a Vendor ID, see the Terms of Usage Agreement.

3) IMPLEMENTATIONS OF THE SPECIFICATIONS

- a) The complete functionality of the product or product system may include a range of implementations of the Specifications "Implementation(s)". The Implementation(s) for which Conformance Testing is available are defined in the ODVA publication "Technology Management for the Policy Regarding Compliant Products" (PUB00261), which serves as an addendum to this Policy.
- b) The Implementation(s) allowed in making the determination of Compliant Products, will be, at all times, guided by the purpose of the Policy as defined in Section 1)a) above.
- c) In order for a product to be found compliant, all implementations within the product must be disclosed to ODVA and found to be compliant as provided within this Policy.

4) ODVA CONFORMANCE TESTING

- a) ODVA Conformance Testing is designed to help ensure that a product implements all of the required and any implemented optional functionality as defined in the Specification, and interoperates in multi-vendor systems. A Conformance Test is conducted using a Composite Test ("CT") for the Conformance Test for a given ODVA technology and Licensed Vendor's implementation claims as enumerated in the Electronic Test Input File.
- b) A TSP is authorized by ODVA to conduct certain CTs on behalf of ODVA. In this capacity, the responsibilities of the TSP shall be to:
 - i) Conduct the Conformance Test;
 - ii) Recommend to the Conformance Authority that the verdict of the CT for a product be judged by ODVA as either "pass" or "fail."
 - iii) Recommend a verdict of "fail" for a device passing all conducted Conformance Tests if the device's behavior interferes with the proper operation of the network.
- c) When required by ODVA, the Licensed Vendor shall meet certain additional requirements in order to be eligible for Conformance Testing, such as the following:
 - i) Hold a current subscription to the protocol test software used in the CT for the ODVA technology for which the Licensed Vendor desires a Conformance Test;
 - ii) Deliver certified copies of product tests accepted by ODVA in lieu of conducting particular tests at a TSP.
- d) It is understood that at any given point in time, the CT might not have coverage for all functionality that is provided for in the Specifications. In cases where uncovered functionality is supported by a device submitted for testing, ODVA will make a best effort attempt to exercise some or all of that functionality within the nominal time constraints for testing the device.
- e) However, under no circumstance shall the CA refuse to grant a DOC for the device due to the inability of the CA to exercise any device functionality to its satisfaction within the time allotted to test the device.
- f) A representative sample of members from the delineated Product Family (see Section 9), consisting of two or more members, shall be submitted for testing as required by ODVA.

- i) The test shall be conducted on each sample in the Product Family.
 - ii) In order for a Declaration of Conformity ("DOC") to be issued, or amended and restated under the classification of a Product Family, each sample must be determined to be compliant.
- g) The official test report, notes and certified files (e.g., Device Description File, Electronic Test Input File) used and/or produced by the TSP and/or ODVA and contained in the test file for the product are the property of ODVA.
- h) For testing, the vendor must provide:
 - i) A correct electronic input file for the product as defined in PUB00261.
 - ii) Any configuration tools/documentation needed to configure and use the product on the network, including an EDS file consistent with the device.
 - iii) If required by ODVA and/or the TSP, an individual representative to accompany the product, especially on its first visit to the TSP, to help in setting up and configuring the device for operation. If the vendor chooses not to assist in person, then at a minimum the vendor must submit the device pre-configured and "ready to go" once powered-up. Specific instructions must be supplied that clearly show all necessary electrical connections to make the device function on the network.
 - iv) Any auxiliary (non-network) power supplies or fixtures needed to setup/connect/configure the product.
 - v) All necessary equipment for testing. No vendor shall be allowed to install hardware or software on a test PC located at the TSP for any reason.
 - vi) Delivery of the candidate product to the test location. Return shipping cost are also the responsibility of the Vendor. ODVA encourages device donations to the TSPs.
 - vii) Any Vendor proprietary software/firmware (e.g. configuration tools, flash utility, pre-release device firmware,...) used for the purpose of performing the conformance test shall be uninstalled upon Vendor request after test completion.

5) VERSION OF COMPOSITE TESTS USED IN TESTING

- a) Tests shall be conducted using the current version of the CT for the ODVA technology unless an exception is allowed in PUB00261.
- b) When a new version of a CT is released, the new version shall immediately become the current version, and the current version level will be publicly posted on the ODVA Global Website.
- c) Composite Test version is determined when the test is ordered. This shall be the current test version, unless the test is ordered within 30 days of release of a new version, in which case the vendor can request testing under the previous version.

6) APPEALS

- a) In the event that a final verdict of a Conformance Test has been judged by the Conformance Authority as "fail," the Licensed Vendor has the right to appeal the verdict.
- b) The Licensed Vendor shall submit the appeal to ODVA world headquarters using the official format provided by ODVA. The appeal must include the rationale for changing the verdict to "pass." The ODVA CA shall record the appeal and submit it to the Conformance SIG ("SIG") for dispensation.
- c) The SIG shall review the appeal according to the latest revision of the ODVA Conformance Test results appeal form (PUB00015), and render a decision and provide the associated rationale to the CA for forwarding to the appealing party within 30 days of appeal date. The SIG shall notify the Conformance Authority of its decision and the Conformance Authority shall abide by the decision of the SIG according to one of the following:
 - i) The verdict of "fail" shall remain, in which case the result of the appeal is so noted by ODVA in the test file and the test file is closed;
 - ii) The verdict shall be changed to "pass," in which case the result of the appeal is so noted by ODVA in the test file, the test verdict is reversed, the DOC and/or AD is issued by ODVA as described in this Policy and the test file is closed.
- d) If the SIG renders a decision in accordance with Section 6)c)i), the Licensed Vendor may request that ODVA submit the decision of the SIG to the TRB for a second appeal. The TRB shall render its decision within 60 days from the second appeal date. The decision of the TRB is final and cannot be appealed.

7) DECLARATION OF CONFORMITY

- a) A Declaration of Conformity ("DOC") for a product shall be issued by ODVA when:

- i) The Conformance Authority has determined that a product is compliant with the version of Specification current at the time of issuance unless an exception is allowed in PUB00261 Technology Management addendum to the Policy Regarding Compliant Products.
 - ii) ODVA world headquarters has determined that the Licensed Vendor is in compliance with its Terms of Usage Agreement for the ODVA technology and all other requirements of ODVA have been fulfilled, including but not limited to the payment of ODVA fees associated with product testing and review services and holding a valid Vendor ID; and
 - iii) If required for the Implementation, the product has received the required certification(s) by third-party competent bodies as defined in PUB00261 and the official certification has been provided to ODVA by the Licensed Vendor.
- b) The DOC is issued for the specific revision (major.minor) of the submitted product.
- c) All copyright in the DOC and resulting certificates shall remain with ODVA. DOCs are public information.
 - i) Public information also includes the Device Description File and the Electronic Test Input File used by ODVA and the Conformance Authority in approving issuance of a DOC.
 - ii) ODVA shall post DOCs and may post related public information on the ODVA Global Website.
 - iii) ODVA shall, upon the written request of the Licensed Vendor, withhold posting of a new, or Amended and Restated DOC (including related public information) to the ODVA Global Website until a future date requested by the Licensed Vendor not to exceed six months from the date of issuance.
 - iv) A DOC may be amended and restated by ODVA after changes to its listed Product(s) have been determined by ODVA to be compliant with the Specification and ODVA has verified that the Licensed Vendor meets ODVA's requirements to have a DOC issued under the Licensed Vendor's Vendor ID.
 - v) Conformance or adjunct test failures shall not be published by ODVA.
- d) The DOC indicates the version of the Composite Test that ODVA has used to evaluate the product as part of making its determination to issue the DOC.
- e) A DOC and ODVA's certification mark(s) and trademarks are property of ODVA and their usage is protected by international law. The ODVA certification marks and trademarks are to be applied in accordance with the Licensed Vendor's Terms of Usage Agreement(s). In addition the validity of a DOC and the Licensed Vendor's right to continue to apply ODVA's Conformance Tested certification word mark(s) or certification logo mark(s) is subject to all ODVA fees remaining paid in full.
- f) ODVA may invalidate a DOC and revoke the right to use the certification marks and trademarks in conjunction with particular products if ODVA determines a product listed on the DOC no longer meets the criteria to be declared a Compliant Product. In such an instance, the following rules shall apply.
 - i) ODVA shall issue a **Notice of Product Non-Compliance** to the Licensed Vendor
 - ii) Upon receipt of written **Notice of Product Non-Compliance** by the Licensed Vendor, the Licensed Vendor shall immediately:
 - (1) Acknowledge the notice within 10 days of receipt and
 - (2) Correct the non-compliance issue within 90 days or as negotiated and agreed upon with ODVA
 - iii) If a negotiated solution is **not** agreed upon within the 90days specified above,
 - (1) The notified vendor shall cease use of the ODVA trademarks and certification marks in conjunction with the product.
 - (2) The notified vendor shall stop shipping the product.
 - (3) ODVA shall remove the DOC from the ODVA Global Website, and
 - (4) ODVA reserves the right to make public, through whatever means it deems necessary, that the product no longer holds a valid DOC.
- g) If the Licensed Vendor corrects the issue(s) that resulted in the **Notice of Product Non-Compliance**, the Licensed Vendor may contact ODVA to seek re-instatement of the DOC and the associated rights to use ODVA's trademarks and certification marks in conjunction with the product.
- h) If a Person other than ODVA believes that it has found an instance of product non-compliance in a product that holds a valid DOC and the Person seeks resolution of the non-compliance, ODVA shall direct the Person to contact directly the Licensed Vendor of the product to inform the Licensed Vendor of its finding and to seek resolution. If the Person and the Licensed Vendor cannot reach a resolution in the matter in a timely manner, then the Person may request assistance from ODVA in obtaining a resolution; ODVA shall, in its sole discretion, determine if ODVA will provide the requested assistance and how ODVA shall provide this service, including the possibility of fees charged by ODVA to effect the resolution.

8) PRODUCT CHANGES AND RETESTING

- a) In order to comply with its user responsibilities in the Terms of Usage Agreement, a vendor shall resubmit new revisions, whether major or minor, of the product for Conformance Testing. Upon successful test completion, a new DOC will be produced for the new product revision. This requirement applies to all

products including Families of Compliant Products, Embedded Technologies and Derivative Products described below.

- b) However, a Licensed Vendor may request authorization by ODVA to perform a subset of the Conformance Test and submit these test results to ODVA for review by ODVA to amend and restate a DOC, provided that all three of the following criteria are met:
 - i) The product has previously been Conformance Tested by a TSP;
 - ii) The product holds a currently valid DOC which indicates that the product received a verdict of “pass” on a CT;
 - iii) The product meets the qualifications for Partial Conformance Test by Licensed Vendor as defined in **Appendix A**.

9) FAMILIES OF COMPLIANT PRODUCTS (each, a “Product Family”)

- a) If a group of two or more products share common implementation(s) of ODVA technology, the Licensed Vendor may request that ODVA classify the group of products as a “Product Family” under this Policy provided that the criteria specified in section 5 of PUB00261 are met.
- b) A complete list of known members of a Product Family shall be submitted to ODVA at the first instance of the Licensed Vendor submitting an order to ODVA for product testing services for the proposed Product Family; this delineation may be a list or a rules-based system that allows a particular product to be specified (e.g., complete delineation of each member of a Product Family by Product Code as reported in the Attribute 3 of the Identity Object in CIP).
- c) A sufficient number of family members, as determined by the TSP after discussion with the Licensed Vendor, shall be submitted for the Conformance Test to expose all CIP functionality implemented across the Product Family, minimum of two family member products. Upon successful completion of the Conformance Test, a DOC will be issued covering all of the family members on the list.
- d) Subsequent to issuance of an initial family DOC, a Licensed Vendor may request that ODVA add new members to the Product Family DOC, provided that all new proposed member(s) meet the same criteria to be part of that Product Family as allowed in PUB00261
- e) Hereinafter within this document, the word “Product” shall be used interchangeably to refer to a product or a Product Family.

10) SPECIAL PROVISIONS FOR PRODUCTS CLASSIFIED AS EMBEDDED TECHNOLOGY (“Embedded Technology”) AND DERIVATIVE PRODUCTS

- a) A product, which itself may or may not exist as a node on a network but is designed to be embedded into another product (“Derivative Product”) for the purpose of making the Derivative Product itself a node by adding functionality to the Embedded Technology as required to implement an ODVA technology, will be classified by ODVA as “Embedded Technology” under this Policy. Products that can receive DOCs as Embedded Technology are described in PUB00261.
- b) In order to obtain and maintain the classification of a product as Embedded Technology, the Licensed Vendor shall, after the product has received its Declaration of Conformity, donate the tested sample of the product to ODVA for ODVA’s on-going evaluation by ODVA at its expense against future versions of Conformance Tests.
- c) Whenever the current version of the relevant CT changes for the Conformance Test, Embedded Technology products will be retested. If the Conformance Authority judges that the product does not qualify to receive an amended and restated DOC at the latest current version of the test, ODVA shall:
 - (1) Record all cases, if any, of non-compliance, and provide a list of these cases to the Licensed Vendor, as a dated report for **Cases of Non-Compliance for Embedded Technology at the Current Version of the Composite Test for Conformance Testing**. The report shall classify the cases of non-compliance as those:
 - (a) Originating in a part of the product implementation that is not readily updated as part of the normal manufacturing process (e.g., software in mask ROM or ASIC); this list shall be “active” for 24 months from the date of the report after which it time will expire, or
 - (b) Originating in part of the product implementation that is readily updated as part of the normal manufacturing process (e.g., software in Flash ROM, EPROM or EEPROM); this list shall be “active” for 12 months from the date of the report after which time it will expire.
 - (2) Provide the dated report for **Cases of Non-Compliance for Embedded Technology at the Current Version of the Composite Test for Conformance Testing** to its TSPs.

- (3) Provide the dated report for **Cases of Non-Compliance for Embedded Technology at the Current Version of the Composite Test for Conformance Testing** to known Licensed Vendors of Derivative Products using the Embedded Technology.
- d) A Derivative Product must itself be tested in order to receive a DOC and/or AD for the Derivative Product. The Derivative Product shall be tested against the current version of the CT. Commercial and electronic identifications on the Derivative Product (e.g., product labeling, CIP identity object for CIP technology,...) shall be consistent with the Vendor ID of the Licensed Vendor that is making and/or selling the Derivative Product. Instances of non-conformance in the **Cases of Non-Compliance for Embedded Technology** as described in Section 10)c) shall be waived, and the product will be listed as having passed the most recent version of the Conformance Test for which the Embedded Technology had no instances of non-conformance.
- e) A Derivative Product that holds a Declaration of Conformity may be self retested if the non-embedded technology portion of the Derivative Product meets the requirements documented in Appendix A.

11) ODVA ADJUNCT TESTS

- a) ODVA may offer certain adjunct tests for various purposes for which the existence of verdicts of “pass” shall be reported and/or certified reports shall be published as an Advisory Declaration (AD) in the DOC for the product that will be posted on the ODVA Global Website.
- b) Adjunct testing is conducted using a specific Adjunct Composite Test (“ACT”) for verifying the requirements for the associated ODVA Advisory Declaration.
- c) A TSP may be authorized by ODVA to conduct certain adjunct tests on behalf of ODVA. In this capacity, the responsibilities of the TSP shall be to:
 - i) Conduct the adjunct test and provide the Licensed Vendor and ODVA with the official test results of the test;
 - ii) Recommend to the Conformance Authority that the verdict of the adjunct test for a product be certified by ODVA as either “pass” or “fail” if the test generates a “pass” or “fail” result.
- d) The Licensed Vendor will meet certain additional requirements, when required by ODVA in order to be eligible for adjunct testing, as requested by ODVA at the time when the Licensed Vendor orders the adjunct test. These additional requirements are defined in PUB00261.
- e) The official test report, notes and certified files (e.g., Device Description File, Electronic Test Input File) used and/or produced by the TSP and/or ODVA and contained in the test file for the product are the property of ODVA.

12) ADVISORY DECLARATIONS

The purpose of an Advisory Declaration is to report on the official product DOC the **successful** completion of adjunct tests conducted by ODVA or other competent bodies recognized by ODVA on the product. The adjunct tests supported by ODVA verify device conformance to industry or technology specific requirements beyond those of Conformance Testing. Only devices passing the ODVA Conformance Test can be considered for adjunct testing.

- a) One or more Advisory Declarations (AD), including verdicts of “pass” and/or certified test results, may be issued by ODVA after a product has been submitted for ODVA adjunct testing and met all criteria for issuance of the AD, and:
 - i) ODVA world headquarters has determined that the Licensed Vendor is in compliance with its Terms of Usage Agreement for the ODVA technology and all other requirements of ODVA have been fulfilled, including but not limited to the payment of ODVA fees associated with Product Testing and Review Services.
- b) All copyright in the Advisory Declarations and resulting certificates shall remain with ODVA. Advisory Declarations are public information.
 - i) Public information also includes the Device Description File and the Electronic Test Input File used by ODVA and the Conformance Authority in approving issuance of a AD.
 - ii) ODVA shall post ADs and may post the related public information on the ODVA Global Website.
 - iii) ODVA shall, upon the written request of the Licensed Vendor, withhold posting of a new, or Amended and Restated AD (including the related public information), to the ODVA Global Website until a future date requested by the Licensed Vendor not to exceed six months from the date of issuance.
- c) A Compliant Product must have a DOC in order for certified results of Adjunct Tests to be reported by ODVA except for certain types of products, which cannot in and of themselves be determined to be compliant, and thus may be allowed to have an AD without a DOC as defined in PUB00261.

- d) When a product only acquires and/or provide its complete functionality as part of a system, the AD shall include the system configuration in which the product was conformance tested.
- e) A verdict of "fail" on an adjunct test shall not, in itself, invalidate a DOC unless a product has been determined to be non-compliant in the process of conducting the adjunct test. If ODVA determines that a DOC must be invalidated, the procedure defined in Section 7f. shall apply.
- f) If a Person other than ODVA believes that it has found an instance of inaccurate reporting on an AD and the Person seeks resolution of the non-compliance, ODVA shall direct the Person to contact directly the Licensed Vendor of the product to inform the Licensed Vendor of its finding and to seek resolution. If the Person and the Licensed Vendor cannot reach a resolution in the matter in a timely manner, then the Person may request assistance from ODVA in obtaining a resolution; ODVA shall, in its sole discretion, determine if ODVA will provide the requested assistance and how ODVA shall provide this service, including the possibility of fees charged by ODVA to effect the resolution.

13) CONFIDENTIALITY

- a) Confidentiality with Respect to ODVA world headquarters. All test documentation and output files shall be confidential between the Licensed Vendor and its duly authorized agents, ODVA world headquarters and its agents, the Conformance Authority and TSPs for the benefit of ODVA except in the following cases:
 - i) In the context of the issuance of a report of **Cases of Non-Compliance for Embedded Technology at the Current Version of the Composite Test for Conformance Testing** as provided in Section 4 of this Policy, the Licensed Vendor of the product which has received such a report shall have the obligation to provide this report to Licensed Vendors using the relevant Embedded Technology in Derivative Products as required in Section 10) of this Policy; the obligation only applies to the extent that the Licensed Vendor of the Embedded Technologies has knowledge of Licensed Vendors using the Embedded Technology in a Derivative Product.
 - ii) In the context of problems detected by the TSP during testing that are not readily attributable to the device under test and may be caused by the interoperation of multiple devices, ODVA world headquarters may report the problem, without attributing it to a specific Licensed Vendor, to the community of Licensed Vendors, and request that they seek resolution as allowed in Sections 7)h) and 12)f) herein.

Test reports produced by a TSP are confidential ("pass" or "fail" results alike).

- b) Confidentiality with Respect to Licensed Vendors. Information shall be confidential between the Licensed Vendor and its duly authorized agents, ODVA world headquarters and its agents, the Conformance Authority and TSPs for the benefit of the Licensed Vendor in the following cases:
 - i) In the context of accepting and processing an order for a Test, all information received from a Licensed Vendor during the Testing Process as described in Section 4 of this Policy (e.g., test report) shall be confidential between the Licensed Vendor, the TSP, the Conformance Authority and ODVA world headquarters;
 - ii) In the context of receiving and processing an Appeal as provided in Section 6 of this Policy, all information from a Licensed Vendor shall be confidential between the Licensed Vendor, the TSP, the Conformance Authority and ODVA world headquarters, except that the Conformance Authority may disclose the content of the test files to the SIG who shall also be bound by this requirement for confidentiality.

The Licensed Vendor may designate, in writing to ODVA world headquarters, a Third Party to attend the Test and/or communicate with ODVA world headquarters and its agents, the Conformance Authority and TSPs. In this case, ODVA world headquarters and its agents, the Conformance Authority and TSPs shall treat the third party as an agent of the Licensed Vendor entitled to received all information held confidential for the benefit of the Licensed Vendor. The Licensed Vendor designating such a third party assumes responsibility for ensuring the third party holds the information confidential for the benefit of the Licensed Vendor.

14) MISCELLANEOUS

- a) No Warranties/Disclaimers. ALL VENDORS AND OTHER PERSONS ACKNOWLEDGE THAT ALL DRAFT TESTS AND FINAL TESTS, ALL OTHER ODVA MATERIAL, AND ALL CONTRIBUTIONS THERETO, ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND ALL MEMBERS, PARTICIPANTS, THE ODVA EXECUTIVE DIRECTOR, BOARD OF DIRECTORS, TRB, 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, FINAL SPECIFICATION, DRAFT SPECIFICATION, OTHER ODVA MATERIAL, OR CONTRIBUTION
- b) Limitation of Liability. IN NO EVENT WILL ODVA OR ANY OF ITS CONSTITUENT PARTS (INCLUDING, BUT NOT LIMITED TO, THE ODVA MEMBERS, EXECUTIVE DIRECTOR, BOARD OF DIRECTORS, OR TRB) BE LIABLE TO 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 POLICY OR ANY RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- c) Governing Law / Jurisdiction / Arbitration / Venue / Language. This Policy 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 Policy 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 Policy has been written in the English language, and it may be translated into other languages by Members or other Persons at their own cost and for their own convenience and internal purposes. However, the official version of this Policy 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.
- d) ODVA Successors. The terms and provisions of this Policy will be binding upon and inure to the benefit of ODVA's successors and assigns.
- e) Writing Requirements Satisfied by E-mail and Other Electronic Means. Any provision in this Policy that requires or permits a written notice or written document to be used may be satisfied through the use of e-mail, the posting of a document to a website, or other suitable electronic means under the circumstances.

APPENDIX A
Maintenance of Declaration of Conformity:
Qualification for Partial Conformance Test by Licensed Vendor
Following Modifications to a Compliant Product
for which the Licensed Vendor Seeks an Amended and Restated DOC

In accordance with its Terms of Usage Agreement for an ODVA technology, a Licensed Vendor is required to “obtain” and “maintain” the Declarations of Conformity (“DOC”) for its Compliant Products. Maintaining the DOC requires that the Licensed Vendor, following modifications to a product previously determined to be compliant, resubmit the product for Conformance Testing and that the product again receives a verdict of “pass” on the Conformance Test.

Once a DOC for a product is in the “maintenance” phase and following modifications to a Compliant Product, a Licensed Vendor may qualify to conduct the portions of the CT, as required by ODVA, and submit the results to ODVA for the purpose of Amending and Restating the DOC for a product, provided that **all** of the following **criteria** are met:

- 1) The last DOC was issued based on the product having received a verdict of “pass” on CT.
- 2) Revisions to the Device Description File shall not impact the functionality or performance of the product on a CIP Network.
- 3) Revisions to the software or firmware code shall not impact the functionality or performance of the product on a CIP Network.
- 4) Changes in product components in the path from a microprocessor executing the CIP software stack to the CIP Network connector (including printed circuit board traces or layout) do not impact the functionality or performance on a CIP Network.
- 5) The product was last tested by a TSP and the version of CT recorded on the DOC for the product is no older than the current version of the CT minus two. Exceptions to this clauses may be granted by ODVA Executive Director or the ODVA Technical Review Board based on Vendor documented specific circumstances.
- 6) For CIP Safety devices, the following additional requirements must be met:
 - a) The implementation is on EtherNet/IP.
 - b) The Licensed Vendor shall provide to ODVA Conformance Authority an Evaluation of Modifications Report from a Third-Party Competent Body.
 - c) The ODVA DOC for a CIP Safety product is contingent on a valid Certificate of Compliance from a Third-Party Competent Body.

Examples of modifications to a previously Compliant Product that permit Conformance Testing by a Licensed Vendors are shown in Table 1. Examples of modifications to a previously Compliant Product that require Conformance Testing by a TSP are shown in Table 2. Neither table includes all possible examples and ODVA retains final authority in determining which modifications qualify, or not, for testing by a Licensed Vendor.

In the event that modifications meet all of the criteria for Conformance Test by the Licensed Vendor, the Conformance Authority determines that the verdict of the Vendor-conducted portion of test at the current revision is “pass,” and ODVA determines that the Licensed Vendor meets requirements to receive an Amended and Restated DOC, the Amended and Restated DOC shall be issued stating that the product passed testing at the revision level of the CT last conducted by a TSP.

Table 1
Examples of Modifications that Qualify for Conformance Test by the Licensed Vendor

1. Additions of members to a Product Family that meet all of the criteria defined above.
2. Changes to a Derivative Product using Embedded Technology that consist only of the incorporation of an updated Embedded Technology that has received an Amended and Restated DOC from ODVA.
3. Revisions to the firmware in a product that fix a bug but add no new CIP or CIP Network functionality.
4. Substitution of an active component with another component of equivalent specifications from an alternate source.
5. Revision to a Device Description File for a product that adds:
 - a. A help message for a parameter.
 - b. An Assem entry for an assembly already contained in a previous version of the Device Description File.
6. Changes to the documentation describing the interconnection of all components on the printed circuit board (e.g. Netlist) for the product.

Table 2
Examples of Modifications that Do Not Qualify for Conformance Test by the Licensed Vendor and thus Require Conformance Test by a TSP

1. Hardware changes that replace or add/delete:
 - a. A microprocessor or micro-controller.
 - b. A transceiver,
 - c. One or more components in the path including printed circuit board traces or layout from the microprocessor executing the CIP functionality to the network connector, especially with DeviceNet.
2. Revisions to a Device Description File that adds access to an attribute already in the product but not previously exposed in the Device Description File.
3. Software changes that include:
 - a. Product source code recompilation due to microprocessor or micro-controller change.
 - b. Revisions to the product operating system.
 - c. Addition/deletions of objects, attributes, or services.
4. Changes to a Derivative Product using Embedded Technology that:
 - a. Include changes in addition to incorporation of updated Embedded Technology that has received an Amended and Restated DOC from ODVA.
 - b. Incorporate updated Embedded Technology that has not received an Amended and Restated DOC from ODVA.