



TERMS OF USAGE AGREEMENT FOR THE DEVICENET SAFETY™ TECHNOLOGY

WHEREAS, Open DeviceNet Vendor Association, Inc. ("ODVA"), has the right to distribute the "Specifications," as defined below, to persons and entities that agree to the terms of this Agreement,

WHEREAS, the person or entity named below ("YOU") desires to receive the "Specifications,"

NOW THEREFORE, ODVA and YOU, agree that:

1. User Rights Statement

Upon the mutual execution of this Agreement and payment by YOU of the related invoice(s), ODVA hereby grants to YOU, the undersigned, a non-transferable, nonexclusive right to use the technical information in the CIP Safety™ specification (the "Specifications"), to develop communications systems based on CAN (Controller Area Network) technology as defined in the Specifications and to make, have made, use, sell and have sold communications products implementing CAN technology as defined in the Specifications ("DeviceNet Safety™ Compliant Products").

2. User Responsibilities Statement

In the design, manufacture and sale of DeviceNet Safety Compliant Products YOU agree to:

- a) Follow the Specifications, rules and guidelines as published by ODVA from time to time;
- b) Obtain and maintain a Vendor Identification number ("Vendor ID") for DeviceNet from ODVA, if YOU do not already have one;
- c) Maintain your subscription(s) to the Specifications;
- d) Obtain Declarations of Conformity from ODVA for your DeviceNet Safety Compliant Products;
- e) Maintain your Declarations of Conformity for your DeviceNet Safety Compliant Products as prescribed by ODVA in its policies as published from time to time;
- f) Permit ODVA or its agents, at the request of ODVA, to test your DeviceNet Safety Compliant Products to ensure their continuing compliance to the requirements given in the Specifications;
- g) Make a conspicuous statement in the product documentation that is provided to customers of your DeviceNet Safety Compliant Products ("Customers") that your DeviceNet Safety Compliant Products comply with the Specifications ("Statement of Conformance");
- h) Produce and supply documentation for Customers specifying the following aspects that may be present in your DeviceNet Safety Compliant Products: optional features described in the Specifications; implementation dependent parameters; and features that may be considered additions to the Specifications;

- i) Obtain and maintain safety certifications from an ODVA recognized safety certification body for your DeviceNet Safety Compliant Products.

3. DeviceNet Safety Usage Statement

Provided that YOU comply with the User Responsibilities Statement in Section 2 above and all other aspects of this Agreement, YOU are authorized to use your DeviceNet Vendor ID and the DeviceNet Safety™ trademark in conjunction with your DeviceNet Safety Compliant Products. Provided that your Declaration of Conformity for specific DeviceNet Safety Compliant Products also indicates that the products have been DeviceNet Safety CONFORMANCE TESTED at an ODVA-authorized Test Service Provider (TSP), have received a passing result from ODVA, and have received certification for functional safety from an ODVA recognized safety certification body, YOU are also authorized to use the DeviceNet Safety CONFORMANCE TESTED™ logo certification mark and word certification mark (the "Certification Marks") in conjunction with these specific DeviceNet Safety Compliant Products. Such rights to use your DeviceNet Vendor ID with your DeviceNet Safety Compliant Product, the DeviceNet Safety trademark and the Certification Marks, and any other trademarks, service marks or certification marks owned or controlled by ODVA, are nonexclusive and nontransferable, and may be terminated if YOU fail to comply with the User Responsibilities Statement in Section 2 above. YOU agree to display conspicuously the DeviceNet Safety trademark in proximity to your company name on all DeviceNet Safety Compliant Products. All depictions of the DeviceNet Safety trademark and the Certification Marks used by YOU shall be exact electronic or print reproductions of depictions which will be provided by ODVA or shall be pre-approved by ODVA before their use. Your right to use your DeviceNet Vendor ID for your DeviceNet Safety Compliant Products, the DeviceNet Safety trademark and Certification Marks does not include a right to express or imply warranties on behalf of ODVA and YOU are expressly forbidden from doing so. If at any time your DeviceNet Safety products do not conform to the Specifications, YOU agree to terminate immediately your use of the DeviceNet Safety trademark, the Certification Marks, and any other trademarks, service marks or certification marks owned or controlled by ODVA, immediately upon

notice of the nonconformance, until such nonconformance is cured. Furthermore, the value of the DeviceNet Safety trademark and the Certification Marks depend upon all vendors using them correctly. Therefore, YOU also agree to use the DeviceNet Safety trademark and the Certification Marks ONLY in compliance with this Agreement and in conjunction with DeviceNet Safety Compliant Products, and NOT to use any variation of the DeviceNet Safety trademark, the Certification Marks or any other word or mark likely to be confused with such marks. In any case where ODVA has the right to require YOU to cease use of the DeviceNet Safety trademark, the Certification Marks, or any other trademark, service marks or certification marks owned or controlled by ODVA, it shall also have the right, in accordance with ODVA policies and in its sole discretion, to invalidate any Vendor ID assigned to YOU with the resulting termination of all rights and privileges associated with such Vendor ID(s).

4. Warranty Disclaimer Statement

The Specifications are provided by ODVA to YOU on an AS IS basis without warranty. **NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE BEING PROVIDED BY ODVA.** Neither the issuance of Declarations of Conformity by ODVA to YOU nor the license to use the Certification Marks shall be

understood as providing any assurance that your DeviceNet Safety Compliant Products are in complete compliance with the Specifications or that any level of interoperability can be assured by ODVA. In no event shall ODVA, its officers, directors, members, agents, licensors or affiliates be liable to YOU or any Customer for lost profits, development expenses or any other direct, indirect incidental, special or consequential damages. You agree to indemnify and hold harmless ODVA, its officers, directors, members, agents, licensors and affiliates (collectively, "Indemnitees") for any losses or damages any Indemnitee may suffer as a result of your use of the Specification, the DeviceNet Safety trademark or the Certification Marks in the manufacture, use, sale or distribution of your products.

5. Miscellaneous

This Terms of Usage Agreement is the entire agreement between YOU and ODVA relating to the Specifications, the DeviceNet Safety trademark, and the Certification Marks. This agreement shall be subject to and interpreted in accordance with the laws of the State of Michigan, USA. You agree to comply with all U.S. government export control and technology transfer laws. The terms of this agreement can be amended or waived only in writing. This agreement cannot be assigned by YOU, and any attempted assignment shall be void. This agreement may be signed in counterparts.

Understood and Agreed:

Understood and Agreed:

Open DeviceNet Vendor Association, Inc.

(company or entity name in English)

By: _____
(signature)

By: _____
(signature)

Title: Executive Director

Title: _____

Date: _____

Date: _____

**Open DeviceNet Vendor Association, Inc.
1099 Highland Drive, Suite A
Ann Arbor, Michigan 48108-5002 USA
TEL 1-734-975-8840 FAX 1-734-922-0027
EMAIL odva@odva.org**

Insert printed signatory name, address and contact information in English:

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

DeviceNet, DeviceNet Safety, DeviceNet Safety CONFORMANCE TESTED, and associated logos are trademarks of Open DeviceNet Vendor Association, Inc.

----- *For office use only* -----

DeviceNet Vendor ID: _____ Linked DeviceNet Safety Specification Subscription(s): _____