

ETHERCAT MASTER LICENSE AGREEMENT

between

Beckhoff Automation GmbH

Eiserstrasse 5, D-33415 Verl
Germany

("Licensor")

and

("Licensee")

Preamble

Whereas, Licensor is the owner of all intellectual property rights pertaining to EtherCAT Technology, as stipulated in Patent No. DE 101 63 342 A1, WO 03/054644 A2 and DE 103 04 637.2 as well as Trade Mark No. DE 101 63 342 A1 and WO 03/054644 A2;

Whereas, EtherCAT Technology means Ethernet Control & Automation Technology, which is a serial communication link according to the EtherCAT Specification and compatible with the Functional model as published from time to time on the official website of the EtherCAT Group (<http://www.ethercat.org>). The Technology consists of a Master ("EtherCAT Master") and a Slave Part,

Whereas, Licensee intends to create and/or sell or otherwise distribute an "EtherCAT Master";

Whereas, Licensor is willing to permit Licensee to create and/or sell or otherwise distribute an "EtherCAT Master";

Whereas, Licensee acknowledges Licensor's effort to keep those "EtherCAT Masters" in the market using the tradename "EtherCAT" and not being fully compatible any longer with the latest version of EtherCAT specification and technology down to a minimum number;

NOW THEREFORE, the parties agree as follows:

1. Definition

For purposes of this Agreement EtherCAT shall mean the communication technology developed and owned by Beckhoff, supported by the EtherCAT Technology Group and specified in IEC/PAS 62407 and its successors.

2. Limited obligation by Licensor

Licensee confirms that this agreement does not create any obligation of Licensor to supply Licensee with any additional information, code or protocol. Additionally any of the above as well as support, maintenance, installation and training may be separately purchased at Licensor's then-current rates to the extent offered by Licensor.

3. License grant

Subject to licensee's compliance with the terms and conditions of this Agreement, licensor hereby grants to Licensee under Licensor's intellectual property rights a non-transferable, worldwide, non-exclusive, **royalty-free license to create and sell or otherwise distribute an "EtherCAT Master"**, always provided, such master shall at the time it is provided to each individual Licensee's customers or otherwise distributed by Licensee or its customers, be fully compatible with the EtherCAT specification and technology latest version at that time.

4. Additionally, the following terms and conditions shall apply:

a. "Existing Customers"

Licensee shall have the right to supply customers who received an "EtherCAT Master" compatible to a version of EtherCAT at the time they were first supplied with such master ("Existing Customers"), to continue to supply such Existing Customers with the version of the "EtherCAT Master" they initially received. Restrictions in the use of the trademark and tradename "EtherCAT" in these cases apply pursuant to subparagraph b. and c. of this Section 4.

b. Trademark and tradename "EtherCAT"

Licensee acknowledges that Beckhoff is the sole proprietary owner of the **trademark and tradename "EtherCAT"**. Subject to licensee's compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee under Licensor's intellectual property rights a non-transferable, worldwide, non-exclusive, royalty-free license to use the trademark "EtherCAT" for the use of an "EtherCAT Master", always provided, such master

shall at the time it is **de facto provided** to Licensee's customers or otherwise de facto distributed by Licensee or its customers, be fully compatible with EtherCAT specification and technology latest version at that time.

c. Restrictions for the use of trademark and tradename "EtherCAT"

Licensee **may not** use the trademark and tradename "EtherCAT" for those versions of the "EtherCAT Master" which are not fully compatible with the EtherCAT specification and technology latest version at the time they are de facto supplied to Existing Customers.

d. Distribution including this Agreement

Licensee shall distribute a **copy of this Agreement** together with each "EtherCAT Master" provided to Licensee's customers or otherwise distributed by Licensee to third parties. Neither Licensee's customers nor any other third party shall derive any rights or claims from this Agreement.

e. Distribution of EtherCAT Master outside this Agreement

Licensee shall not create and sell or otherwise distribute an "EtherCAT Master", except as expressly provided under this license. Any attempt otherwise to create, sell or otherwise distribute an "EtherCAT Master" is void and automatically terminates Licensee's rights under this Agreement.

f. No right to sublicense

Licensee shall not be permitted to grant sublicenses to any third party, unless it is required for the due performance of this Agreement. Except for the limited license grant set forth in this Agreement, Licenser shall retain all right, title and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, and all other proprietary rights embodied in or related to EtherCAT. Except the limited license granted under this agreement, Licensee has no right, title or interest in or to any intellectual property relating to EtherCAT. Licensee shall not alter, modify, obscure or remove any copyright, logo, trademark, trade name or other proprietary markings or confidentiality legends or any serial numbers pertaining to EtherCAT.

g. No Warranties and Indemnification

This "EtherCAT Master" license is provided free of charge. Licenser does not provide Licensee with any warranty and makes no representation with regard to the "EtherCAT Master", the EtherCAT Technology or any other information or documentation provided under this Agreement. All **warranties**, express or implied, are hereby **disclaimed and excluded** by Licenser.

Licensee shall, at its own expense, defend any suit instituted against Licenser which is based on an allegation that the "EtherCAT Master", the EtherCAT Technology or any other

information or documentation provided under this Agreement as implemented by Licensee forms the basis for such suit and shall indemnify Licensor against any award of damage and costs made against Licensor by a final judgment of a court of last resort based upon such allegation, provided that Licensor gives Licensee immediate notice in writing of any notice or claims with such allegations and permits Licensee through Licensee's counsel to defend the same and gives Licensee all available information, assistance and authority to enable Licensee to assume such defense. Licensee shall have control of the defense of any such suit, including appeals from any judgment therein and any negotiations for the settlement or compromise thereof with full authority to enter into a binding settlement agreement or compromise.

5. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Federal Republic of Germany. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in the English language. Place of arbitration shall be Düsseldorf, Germany.

Verl, _____

("Licensor")

Beckhoff Automation GmbH
Eiserstrasse 5, D-33415 Verl
Germany

_____, _____

("Licensee")

[Company]
[Address]
[Country]