

# CC-Link Partner Association - Membership Agreement

This Agreement sets forth the terms and conditions under which the CC-Link Partner Association (hereafter, "CLPA") will distribute the CC-Link Specifications (hereafter "Specifications") to those business entities who have applied, and been accepted, for membership by CLPA (hereafter, "Member"). Hereafter "CC-Link" shall refer to both CC-Link and CC-Link/LT.

## Membership Categories.

Four levels of membership exist: Registered, Regular, Executive, and Board. Upon receipt and acceptance by CLPA of your signed membership application, including a signed copy of this Agreement, you will, upon request to CLPA, receive a copy of the Specifications. Detailed information concerning each membership category may be found on the CLPA web site: [www.cc-link.org](http://www.cc-link.org).

## Grant of License.

Upon payment of the annual dues invoice, and subject to the terms of this Agreement, CLPA shall provide you with a certificate of membership and shall grant to Regular, Executive and Board members a nontransferable, nonexclusive right to use the technical information in the Specifications to develop communications systems based on CC-Link technology and to make, have made, use, sell and have sold communications products implementing CC-Link technology that are based on information included in the Specifications ("CC-Link Compliant Products"). In addition, and for so long as you have maintained uninterrupted support coverage for the Specifications by paying the annual dues for the chosen level of membership, charged therefore from time to time by CLPA, you will be entitled, without charge, to all updates and enhancements to the Specifications generally released by CLPA during the paid membership period. All such updates and enhancements provided to you during such membership period shall be considered part of the Specifications for the purposes of this document. All paid membership dues and fees are non-refundable. \*(THE "REGISTERED" MEMBER LEVEL HAS NO ANNUAL DUES REQUIREMENT AND IS NOT GRANTED ANY RIGHTS TO USE CC-LINK TECHNOLOGY AND MAY NOT DISPLAY THE CC-LINK LOGO OR CERTIFICATION MARK ON ANY PRODUCTS.)

**Failure to sign and return this Agreement, or to pay the related invoices will invalidate the foregoing grant of rights. Any use or copying of the Specifications without signing and returning this Agreement to the CLPA and/or payment of the related invoice will constitute an infringement of CLPA's proprietary rights. In case of any such infringement, CLPA may pursue any and all legal rights available to it.**

## Standards of Conformance Statement.

In the design, manufacture, and sale of CC-Link Compliant products you agree:

1. To follow the design specifications, rules and guidelines set forth in the Specifications and to refrain from modifying, reproducing or disseminating (except to your own employees) the Specifications without the prior written consent of CLPA;
2. To have your CC-Link Compliant Products tested, at your cost, at a CLPA-authorized testing facility to assure their compliance to the requirements outlined in the Specifications and, upon request from the CLPA, to provide the CLPA with a copy of the test results;
3. To permit CLPA or its agents if it so desires and at its cost to test your CC-Link Compliant Products to assure their compliance to the requirements outlined in the Specifications;
4. To make a conspicuous statement in the product documentation that is provided to customers of your CC-Link Compliant Products ("Customers") that your CC-Link Compliant Products comply with the Specifications (a "Statement of Compliance").

## CC-Link Logo Usage Statement.

Provided your CC-Link Compliant Products conform to the Specifications and have passed the conformance tests at a CLPA-authorized testing facility, you are authorized to use the CC-Link Conformance Tested logo (the "Certification Mark") in conjunction with your CC-Link Compliant Products. The Certification Mark, however, does not in any way guarantee the function, quality, etc., of the CC-Link

Compliant Product. Such rights to use the Certification Mark, CC-Link trademark, and any other trademarks, service marks or certification marks owned or controlled by CLPA, are nonexclusive and nontransferable, and may be terminated if you fail to comply with the terms of this Agreement, including the Standards of Conformance Statements given above. You agree to display the Certification Mark in proximity to your company name on all CC-Link Compliant Products. All depictions of the Certification Mark and CC-Link Logo used by you shall be exact electronic or print reproductions of depictions that will be provided by CLPA or that are approved by CLPA before their use. If at any time your products do not conform to the Specifications, you shall terminate your use of the Certification Mark, CC-Link trademark, and any trademarks, service marks or certification marks owned or controlled by CLPA immediately until such nonconformance is cured.

#### Warranty Disclaimer Statement.

The Specifications are provided to you on an AS IS basis without warranty. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE BEING PROVIDED BY CLPA. In no event shall CLPA, 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 CLPA, 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 Specifications and/or the Certification Mark in the manufacture, use, sale or distribution of your products. You shall not adopt, use or permit any person affiliated with you to adopt or use, any variation of the Certification Mark or any word or mark likely to be confused with such marks.

#### Termination and Modification.

This Agreement and grant of license is effective until terminated. This Agreement, and all rights and privileges associated with membership, will terminate automatically without notice from CLPA if you fail to comply with any of its provisions. Upon termination of this Agreement, you shall immediately cease use of the Certification Mark, or any other trademark, service marks or certification marks owned or controlled by the CLPA. In addition, you shall promptly return all copies of the Specifications to the CLPA and cease representing yourself as a CLPA Member.

CLPA shall have the right, in accordance with its policies and in its sole discretion, to change or modify this program and all rights and privileges associated with any Member Certificate, upon notice to the Member.

#### Export Control.

You shall comply with Japan government export control and technology transfer laws, rules and regulations.

#### Miscellaneous.

This Membership Agreement is the entire agreement between you and CLPA relating to the Specifications, CC-Link logo and trademark, and the Certification Mark. This agreement shall be subject to, and governed by, the laws of Japan. The terms of this Agreement may be amended or waived only in writing and with the approval of CLPA. You cannot assign this Agreement, and any attempted assignment shall be void.