



Declaration of Conformity

EtherNet/IP
conformance tested

ODVA has found the product(s) as described below to be in compliance with the EtherNet/IP™ Specification, having passed ODVA's conformance testing at one of its authorized conformance test service providers at the Composite Test Level specified. Product(s) that have been issued an official Declaration of Conformity from ODVA have the right to display the ODVA certification marks for EtherNet/IP conformant products. If a product family approval has been granted in accordance with the ODVA Conformance Policy, tested family members are listed on the first page of this Declaration of Conformity with qualifying untested products listed on the attachment.

The vendor referenced below has signed ODVA's EtherNet/IP Terms of Usage Agreement (see attached). Therefore agreeing that it is the vendor's ultimate responsibility to assure that its EtherNet/IP products conform to the Specification, and that the Specifications are provided by ODVA to the vendor 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.

Test Date: 09 April 2004 **Composite Test Revision:** 3

ODVA File Number: E-090-10069
Vendor ID: 090
Vendor Name: HMS Industrial Networks
Vendor Address: Pilefeltsgatan 93-95
S-302 50 Halmstad
Sweden

Product Name(s) (Device actually tested)	AnyBus-IC EtherNet/IP
Product Code(s)	2
Product Revision	1.002
Device Type Code	12
Device Profile Name	Communications Adapter
Electronic Data Sheet Revision	1.3
Comments:	Passed EtherNet/IP Conformance Test Revision 3

Approved by:

William B. Henry

Katherine Voss

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TERMS OF USAGE AGREEMENT FOR THE ETHERNET/IP™ 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 Ethernet/IP specification (the "Specifications"), to develop communications systems based on TCP/IP (Transmission Control Protocol/Internet Protocol) technology as defined in the Specifications and to make, have made, use, sell and have sold communications products implementing TCP/IP technology as defined in the Specifications ("Ethernet/IP Compliant Products").

2. User Responsibilities Statement

In the design, manufacture and sale of Ethernet/IP Compliant Products YOU agree to:

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

3. Ethernet/IP 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 Ethernet/IP Vendor ID and the Ethernet/IP™ trademark in conjunction with your Ethernet/IP Compliant Products. Provided that your Declaration of Conformity for specific Ethernet/IP Compliant Products also indicates that the products have been ETHERNET/IP CONFORMANCE TESTED at an ODVA-authorized Test Service Provider (TSP) and have received a passing result from ODVA, YOU are also authorized to use the Ethernet/IP CONFORMANCE TESTED™ logo certification mark and word certification mark (the "Certification Marks") in conjunction with these specific Ethernet/IP Compliant Products. Such rights to use your Ethernet/IP Vendor ID, the Ethernet/IP 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 Ethernet/IP trademark in proximity to your company name on all Ethernet/IP Compliant Products. All depictions of the Ethernet/IP trademark and the Certification Mark 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 Ethernet/IP Vendor ID, the Ethernet/IP 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 Ethernet/IP products do not conform to the Specifications, YOU agree to terminate immediately your use of the Ethernet/IP 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, YOU agree not to adopt or use, or permit any person or entity affiliated with YOU to adopt or use, your Ethernet/IP Vendor ID, or any variation of the Ethernet/IP trademark, the Certification Marks or any word or mark likely to be confused with such

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marks. In any case where ODVA has the right to require YOU to cease use of the EtherNet/IP 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 any EtherNet/IP Certification Marks shall be understood as providing any assurance that your EtherNet/IP 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 EtherNet/IP 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 EtherNet/IP trademark, and the Certification Marks. This agreement shall be subject to 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:

Open DeviceNet Vendor Association, Inc.

By: *Kenneth Voss*
(signature)

Title: Executive Director

Date: 4-26-2004

Understood and Agreed:

HMS INDUSTRIAL NETWORKS AB
(person or entity name)

By: *[Signature]*
(signature)

Title: DEVELOPMENT MANAGER

Date: 2004-04-14

Insert signatory name, address and contact information:

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

HMS INDUSTRIAL NETWORKS AB
Pileflets 47A Tan 93-95
SE 362 50 HALMSTAD
SWEDEN

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EtherNet/IP Vendor ID: 910 Linked EtherNet/IP Specification Subscription(s): _____

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