

Association Mark Articles of PROFIBUS Nutzerorganisation e.V.

§ 1 Principal Place of Business

PROFIBUS Nutzerorganisation e.V. has its principal place of business in Karlsruhe, Germany. PROFIBUS Nutzerorganisation e.V. is legally and otherwise represented by the Chairman and additional member of the Board of Directors.

§ 2 Duties

In support of the international dissemination and market launch of the communications systems and of the complementary technologies, PROFIBUS Nutzerorganisation e.V. shall manage an Association Mark, Technology Trademarks, Certification Trademarks, and a Certified-by-PI Trademark. The objective of this is to regulate the statutory use of the Association Mark and the trademarks, as well as to supervise the compliance of the product quality characteristics with regard to the Certification Trademarks.

In particular, the association pursues this purpose through:

- Approval of the technical specifications for the continued development of the supported communication systems and complementary technologies, as well as the development of standards.
- The granting of licenses to the Association Mark, to the Technology Trademarks, to the Certification Trademarks, and to the Certified-by-PI Trademark.
- Setting up a certification body.
- Authorization of test laboratories.

§ 3 Granting of Licenses

- (1) The Association Mark, the Technology Trademarks, as well as the Certification Trademarks and the Certified-by-PI Trademark are protected trademarks.
- (2) The Association Mark license shall be acquired through membership in PROFIBUS Nutzerorganisation e.V. Non-members shall not be granted licenses to the Association Mark.
- (3) The license to the Technology Trademarks shall be acquired through membership in PROFIBUS Nutzerorganisation e.V. Upon application, licenses to the Technology Trademarks may be granted by the Board of Directors of PROFIBUS Nutzerorganisation e.V. The Board of Directors shall come to a decision regarding the granting of the licenses in accordance with the regulations established in this document.
- (4) The Certification Trademarks serve:
 - to identify products that satisfy the testing criteria of PROFIBUS Nutzerorganisation e.V., and those to which PROFIBUS Nutzerorganisation e.V. has granted a certificate.
 - to identify experts who have successfully completed one of the official training courses that are offered, and who have obtained a certificate from the PNO or another RPA in accordance with the “Quality of Services Agreement for PITCs” document.

The license to the Certification Trademarks for a product may be granted if the following requirements are satisfied:

- the applicant has the license to the corresponding Technology Trademarks.
- the applicant holds a valid certificate from PROFIBUS Nutzerorganisation e.V. for the product.

The certificate may only be issued for a product if the following documentation is presented:

- Written application for a certificate
- A declaration of fulfillment of all duties and observance of all limitations of this "Association Mark Articles of PROFIBUS Nutzerorganisation e.V."
- Test report concerning the product, as evidence of the satisfaction of the testing criteria that are defined in the guidelines "Framework for testing and certification of PROFIBUS/PROFINET products" and "How to get a certificate for a PROFIBUS/PROFINET device."

Acquisition of test reports: Test reports shall be obtained through authorized testing laboratories (PI Test Laboratories (PITL)).

For experts, the license to the Certification Trademarks may be granted if the following requirement is satisfied: The applicant has a valid certificate issued by the PNO or another RPA due to the successful completion of at least one of the PROFIBUS and / or PROFINET Installer, PROFIBUS and / or PROFINET Engineer or PROFIsafe Designer courses.

- (5) The Certified-by-PI Trademark serves to identify the PI Competence Centers (PICC), PI Training Centers (PITC) and PI Test Laboratories (PITL) that fulfill the criteria defined in "Quality of Services Agreement for PICCs", "Quality of Services Agreement for PITCs", "Framework for Testing and Certification of PROFIBUS/PROFINET Products", and "How to become and run an accredited PROFIBUS/PROFINET Test Lab."

The rights to use the Certified-by-PI Trademark shall only be granted to the accredited PICC, PITC, or PITL.

§ 4 Conditions of Use

- (1) The Association Mark, the Technology Trademarks, the Certification Trademarks, and the Certified-by-PI Trademark may be used by the licensees only in the registered form in business communications, particularly on letterhead, invoices, envelopes, on the Internet, in brochures, advertisements, publications, at trade shows, etc.
- (2) Modifications of the Association Mark, the Technology Trademarks, the Certification Trademarks, and the Certified-by-PI Trademark are prohibited with respect to the registered form, as well as combinations with other marks as the additions approved by the Board of Directors.

§ 5 Charging of Fees

- (1) PROFIBUS Nutzerorganisation e.V. shall levy fees for the granting of licenses to the Technology Trademarks and the Certification Trademarks to non-members.
- (2) PROFIBUS Nutzerorganisation e.V. is entitled to levy a processing fee for the issue of certificates as well as for necessary notices and the cost of related expert inspection reports.
- (3) The amount of the fees shall be determined in accordance with the fee schedule adopted by the Board of Directors.

§ 6 Wrongful Use of the Trademarks by Third Parties

- (1) PROFIBUS Nutzerorganisation e.V. shall take measures to vigorously protect the Association Mark, the Technology Trademarks, the Certification Trademarks, and the Certified-by-PI Trademark against infringement.
- (2) Users of the Association Mark, the Technology Trademarks, the Certification Trademarks, and the Certified-by-PI Trademark are obligated to notify PROFIBUS Nutzerorganisation e.V. without delay if it comes to their attention that there may be a possible future wrongful use of the Association Mark, the Technological Trademarks, the Certification Trademarks, or the Certified-by-PI Trademark.

§ 7 Termination of the Rights Granted

- (1) The granted rights to the Association Mark, the Technology Trademarks, the Certification Trademarks, and the Certified-by-PI Trademark shall terminate as soon as the requirements for the granting of rights are no longer fulfilled.
- (2) PROFIBUS Nutzerorganisation e.V. reserves the right to inspect products certified in accordance with §3 according to the testing criteria. The termination of the rights to the Certification Trademarks shall occur if the licensee, due to a defect detected by expert testing, is not in the position to eliminate it within a reasonable time.
- (3) The rights to use the Certification Trademarks shall automatically terminate in the case that the product is modified in any way such that it no longer satisfies the established testing criteria.
- (4) In the case of non-conformity under § 7 (1) and (2), the licensee of the Certification Trademarks shall bear all costs that arise in relation to § 6 of this Association Mark Articles of PROFIBUS Nutzerorganisation e.V.
- (5) The time period for elimination of defects shall be decided by the Board of Directors of PROFIBUS Nutzerorganisation e.V.
- (6) The rights to use the Certified-by-PI Trademark shall terminate automatically if the user releases negative remarks regarding PI and / or its technologies without prior consultation or resolution with the PNO, and if the accreditation from the PICC, PITC, or PITL shall expire.

§ 8 Sub-licensing

A right of sub-licensing of the rights to the Association Mark, to the Technology Trademarks, to the Certification Trademarks, and / or to the Certified-by-PI Trademark is not granted.

§ 9 Arbitration

- (1) Should disputes or disagreements arise out of this "Association Mark Articles of PROFIBUS Nutzerorganisation e.V." or from its performance, then both parties shall initially attempt to come to an amicable resolution. The attempt to reach an agreement shall be deemed to have failed if one of the parties communicates this to the other party in writing.
- (2) If the attempt to reach an agreement fails, the disputes shall be conclusively decided according to the Articles of Arbitration of the International Chamber of Commerce in Paris, by three arbitrators who shall be named pursuant to these articles.
- (3) The place of arbitration shall be Karlsruhe.
- (4) The language of the proceedings shall be German.

§10 Applicable Law

All disputes shall be decided according to the provisions of this "Association Mark Articles of PROFIBUS Nutzerorganisation e.V." and all supplementary agreements for its performance, or otherwise according to the substantive law valid in the Federal Republic of Germany, without the availability of other rights.

The foregoing document "Association Mark Articles of PROFIBUS Nutzerorganisation e.V." was issued by the Board of Directors and the Advisory Board of PROFIBUS Nutzerorganisation e.V., Karlsruhe, Federal Republic of Germany, on March 6, 2015 and ratified at the General Assembly Meeting on April 13, 2015.