

## **INDUSTRIAL INTERFACE LICENSE AGREEMENT**

This **AGREEMENT**, effective as of \_\_\_\_\_ (hereinafter referred to as the "Effective Date"), by and between **The Siemon Company**, a corporation organized under the laws of the State of Connecticut and having a place of business at 76 Westbury Park Road, Watertown, Connecticut, (hereinafter referred to as **LICENSOR**) and **XXX**, a corporation organized under the laws of \_\_\_\_\_ and having a place of business at \_\_\_\_\_, (hereinafter referred to as **LICENSEE**).

**WHEREAS LICENSOR** has developed a "industrial interface" connector which is anticipated to become established as an international industry standard and which utilizes certain intellectual property owned by LICENSOR and LICENSOR anticipates that it may acquire certain patent rights in various countries and has the right to license others under such patent rights; and

**WHEREAS LICENSEE** desires to acquire a non-exclusive and royalty free license, under the patent rights assigned to LICENSOR, to make, have made, use and sell the industrial interface in accordance with the international standards and specifications; and

**WHEREAS, LICENSOR** desires to grant to LICENSEE the right to do so under the terms set forth herein.

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, LICENSOR and LICENSEE agree as follows:

**I. DEFINITIONS** (For the purposes of this Agreement, the terms defined in this Article shall have the meaning specified and shall be applicable both to the singular and plural forms.)

- 1.1 As used herein, "**Licensed Industrial Interface**" shall mean the structures of the RJ45 plugs and outlets shown in the Licensed Drawings in Exhibit A that provide for mating of a plug and an outlet. Licensed Industrial Interface does not include any other aspects of the plugs or outlets.
- 1.2 As used herein, "**Licensed Drawings**" shall mean the drawings in Exhibit A attached hereto.
- 1.3 As used herein, "**Licensed Patent Claim(s)**" shall mean patent claims directed solely to the Licensed Industrial Interface in all U.S. Patent Numbers 6,475,009 and 6,595,791 and any U.S. Patent Applications or Patents issuing there from, and all foreign counterpart patents, together with all reissue patents, extensions, or reexamination certificates granted thereon, that are now or may hereafter be owned or acquired by LICENSOR, and under which rights are necessary in order to make, have made, use and/or sell products including the Licensed Industrial Interface. Licensed Patent Claim(s) does not include patent claims including features in addition to the Licensed Industrial Interface.

- 1.4 As used herein, "**Term**" shall mean the period from the Effective Date to the date of expiration of the last to expire of any patent including a Licensed Patent Claim, or ten years following the Effective Date of this Agreement, whichever is later.
- 1.5 As used herein, "**Standard**" shall mean industry standard(s) that specify the Licensed Industrial Interface published by the International Electrotechnical Commission (IEC).
- 1.6 As used herein, "**Affiliate(s)**" shall mean any organization, firm, or entity (i) with respect to which the parties have or shall have during the term of this Agreement ownership interest of more than fifty percent (50%) or (ii) which directly or indirectly through one or more intermediates, controls, is controlled by, or is in common control with the party.
- 1.7 As used herein, "**Licensed Territory**" shall mean the world.

## II. LICENSE GRANT

- 2.1 LICENSOR hereby grants to LICENSEE and its Affiliates and LICENSEE hereby accepts for the Term of this Agreement a non-transferable (except as provided for in Section VI), non-exclusive, worldwide, no initial fee, royalty-free license under the Licensed Patent Claims in the Licensed Territory to make, have made, use, lease, sell, offer to sell and otherwise dispose of products including the Licensed Industrial Interface. The license granted herein does not include the right to make, have made, use, lease, sell and otherwise dispose of products covered by patent claims other than the Licensed Patent Claims.
- 2.2 The license granted herein does not grant to LICENSEE the right to practice the Licensed Patent Claims or to use the Licensed Industrial Interface in the manufacture, use, or sale of products other than those shown in the Licensed Drawings, notwithstanding that the Licensed Patent Claims may apply to products other than products in the Licensed Drawings. In addition, the license granted herein does not apply to, and does not grant LICENSEE any rights with respect to, any manufacturing information or techniques developed or used by LICENSOR such as technology or intellectual property for manufacturing or terminating products including the Licensed Industrial Interface.
- 2.3 The licenses granted herein shall include the right of LICENSEE to sublicense only its Affiliates. Each Affiliate so sublicensed shall be bound by the terms and conditions of the Agreement (except to the extent that the obligations of such terms and conditions are fulfilled on its behalf by LICENSEE under the provisions of Article 4.1) as if it were named herein in place of LICENSEE. Any sublicense granted to an Affiliate shall terminate either on the date such sublicensed Affiliate ceases to be an Affiliate of the LICENSEE, or this Agreement is terminated under any of the provisions of Article VI, whichever is the earlier.

### **III. TERMINATION**

- 3.1 LICENSOR may terminate this Agreement if the LICENSEE is in material default of its obligations under this Agreement and such default has remained uncured for at least sixty (60) days after the notice of the default is given to the LICENSEE.
- 3.2 If LICENSEE files a petition in bankruptcy or insolvency or is adjudged bankrupt or insolvent, LICENSOR may terminate this Agreement and the license hereunder granted by providing ten (10) days prior written notice to LICENSEE.
- 3.3 This Agreement may be renegotiated to that of a fee/royalty based agreement in the event that the LICENSOR'S Licensed Industrial Interface, or modified versions thereof, is not approved as a Standard for international standardization by the International Electrotechnical Commission (IEC) by year 2004 or if it is determined that the standardization project lack sufficient support for final approval, as determined solely by LICENSOR, which ever occurs first. In the event of renegotiation, either party may terminate this agreement by written notice to the other party should mutual agreement to terms not be achieved within sixty (60) days of the commencement of such negotiations.

### **IV. WARRANTY AND CONFIDENTIALITY**

- 4.1 LICENSOR represents that it has the full right and power to grant the license set forth in Section II. However, Siemon provides no warranty or representation that the Licensed Industrial Interface will not infringe or use the intellectual property rights of others.
- 4.2 LICENSOR makes no representation or warranties, express, implied or statutory, with respect to the Licensed Patent Claims or Licensed Drawings, which is not expressly set forth in this Agreement. Licensed Patent Claims and Licensed Drawings are made available to LICENSEE on an "as is" basis. LICENSOR does not warrant that the Licensed Patent Claims and/or Licensed Drawings, have utility, are error free, that they will meet LICENSEE'S requirements, that their exploitation does not or will not infringe any existing or future patent of another person, or that any Licensed Patent Claim is valid. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY PATENTS ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE ENTIRE RISK AS TO THE RESULTS OBTAINED BY PRACTICING UNDER THE LICENSED PATENT CLAIMS AND UTILIZING THE LICENSED DRAWINGS, IS ASSUMED BY LICENSEE.

#### 4.3 **CONFIDENTIALITY**

Other than for specific rights granted herein, each party acknowledges that it may receive (the "Receiving Party"), during the term of this Agreement, certain confidential information belonging to the other (the "Disclosing Party"). As used in this Agreement, the term "confidential information" means any and all trade secrets and other confidential information and know-how related directly or indirectly to the Disclosing Party's business, or its products including inventions, materials, computer programs, technical data, information regarding projects, programs or sales, names and addresses of past and present customers, employees, pricing data, internal procedures, systems, methods, forms, manuals, financial data, price lists, customer service information, marketing information, and all other information relating to the Disclosing Party, its business, its strategies and tactics of its products that is not generally known to the public.

The Receiving Party recognizes that such confidential information is proprietary to the Disclosing Party and very valuable, having involved the expenditure of substantial amounts of money and the use of skilled experts over a long period of time. The Receiving Party shall hold the Disclosing Party's confidential information in confidence and shall not use or disclose any confidential information, or permit to examine or copy any confidential information, regardless of the manner in which the Receiving Party gained access to it, except as necessary for the performance of the Receiving Party's obligations under this Agreement. The foregoing obligations of non-use and non-disclosure extend to all third parties including, but not limited to, shareholders, owners, parent corporation or related entities of the Receiving Party, but do not preclude disclosure required by law or court order, with notice being given to the Disclosing Party. The Receiving Party shall protect the Disclosing Party's confidential information with the care it employs in protecting its own confidential information, and shall cause its employees, agents and independent contractors having access to such confidential information, to sign confidentiality agreements requiring them to comply with all of the terms of this Section. This Section shall survive any termination of this Agreement.

#### **V. NOTICES AND OTHER COMMUNICATIONS**

- 5.1 Any notice or other communication required or permitted to be made or given to either party shall be sufficiently made or given on the date of mailing if sent to such party by first class mail addressed to such party at its address set forth below, or to such other address as the party may designate by written notice given to the other party.

In the case of LICENSOR:                    Wayne Schirm  
    The Siemon Company  
    27 Siemon Company Drive  
    Watertown, CT 06795

In the case of LICENSEE:                      Attn:

## **VI. ASSIGNMENTS**

- 6.1 LICENSEE shall not assign any of its rights or privileges under this Agreement, except to a successor in ownership of all or substantially all of the assets of LICENSEE, without the prior written consent of LICENSOR, which consent will not be unreasonably withheld. Any attempted assignment in derogation of the foregoing shall be void.

## **VII. EXISTING AND FUTURE INTELLECTUAL PROPERTY**

- 7.1 LICENSEE will promptly disclose to LICENSOR, in confidence, any existing or later acquired or developed intellectual property, including patents and confidential and proprietary information, relating to the Licensed Industrial Interface as well as any improvements, changes or modifications that LICENSEE may make, whether or not patented or patentable, related to the Licensed Industrial Interface (all of the foregoing referred to hereafter as Licensee Technology). LICENSEE hereby grants to LICENSOR a non-exclusive, worldwide, no initial fee, royalty-free license, with right to grant sublicenses to other licensees of LICENSOR, to make, have made, use, sell and offer to sell products, using the Licensee Technology. LICENSEE hereby agrees that LICENSOR may disclose all Licensee Technology, in confidence, to LICENSOR'S other licensees.
- 7.2 Notwithstanding the foregoing provisions, LICENSOR'S right to sublicense its other licensees and to disclose Licensee Technology to them may be exercised only in the event that the respective other licensees of LICENSOR shall have granted reciprocal rights to LICENSOR, and through LICENSOR, to LICENSEE.
- 7.3 Any intellectual property granted to LICENSOR from LICENSEE pursuant to section 7.1 will be made available to sub-licensees as a non-transferable (except as provided for in Section VI), non-exclusive, worldwide, no initial fee, royalty-free license.

## **VIII. CHOICE OF LAW, VENUE AND JURISDICTION**

- 8.1 This Agreement shall be construed and the legal relationships between the parties hereto shall be determined in accordance with the laws of the State of Connecticut, United States of America. Venue and jurisdiction in any dispute relating to this Agreement or the subject matter hereof shall reside in Connecticut and LICENSEE hereby submits to jurisdiction of Connecticut courts relative to any such dispute.

**IX. MISCELLANEOUS**

- 9.1 LICENSOR AND LICENSEE SPECIFICALLY AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.
- 9.2 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by or on behalf of the party against whom enforcement is sought.
- 9.3 This Agreement embodies the entire understanding of the parties and shall supersede all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof. No license, expressed or implied, is granted under other patents or any other intellectual property owned by LICENSOR.
- 9.4 Nothing contained in this Agreement shall be construed as a warranty or representation by LICENSOR of the validity or scope of the Licensed Patent Claims.
- 9.5 LICENSEE agrees to provide reasonable support to LICENSOR in the enforcement of LICENSOR'S intellectual property licensed to LICENSEE pursuant to Section 2. LICENSOR agrees to provide reasonable support to LICENSEE in the enforcement of Licensee Technology licensed to LICENSOR pursuant to Section 7.
- 9.6 LICENSEE agrees to support adoption of the Licensed Industrial Interface in regional and international component, cabling and applications standards.

**IN WITNESS WHEREOF**, the parties intending to be legally bound, have caused this Agreement to be duly executed as follows:

**THE SIEMON COMPANY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

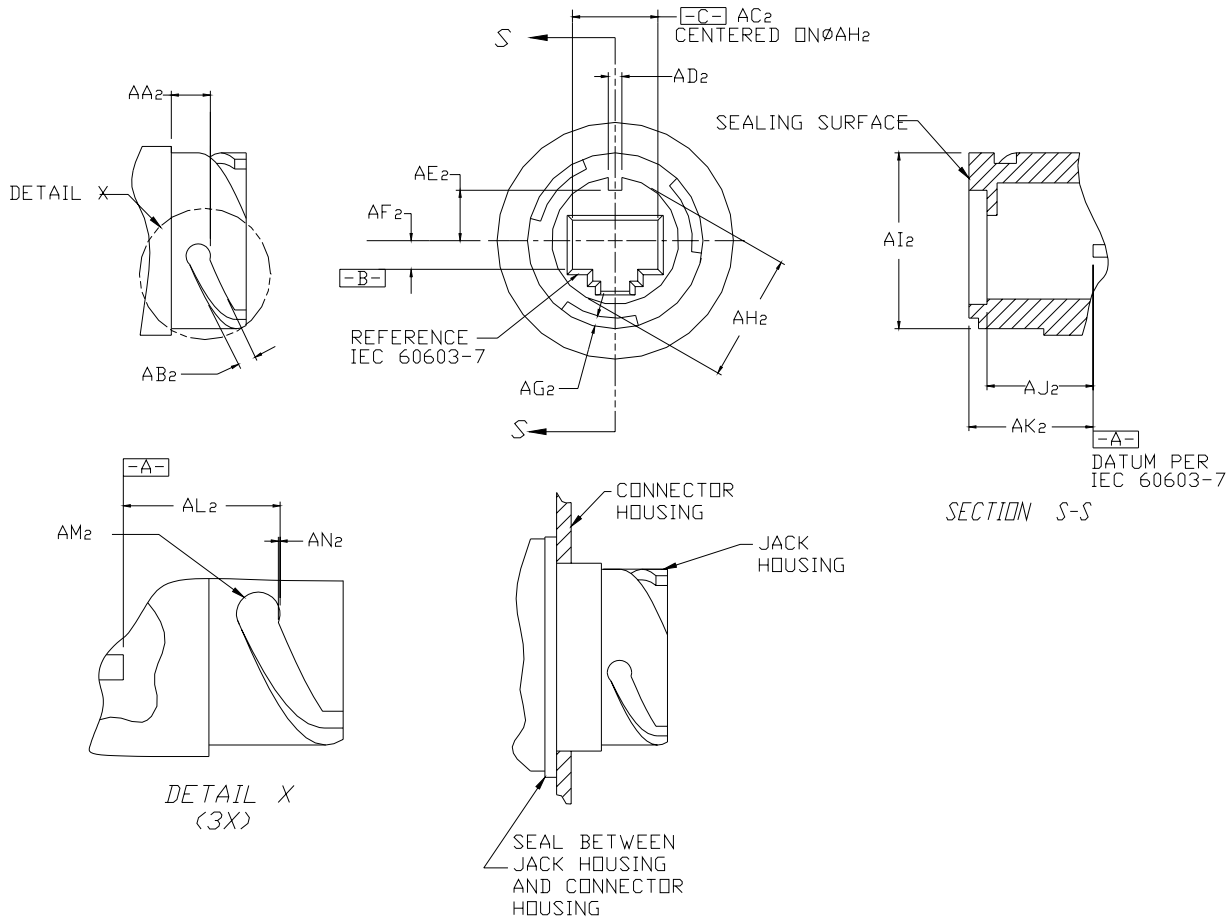
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT A

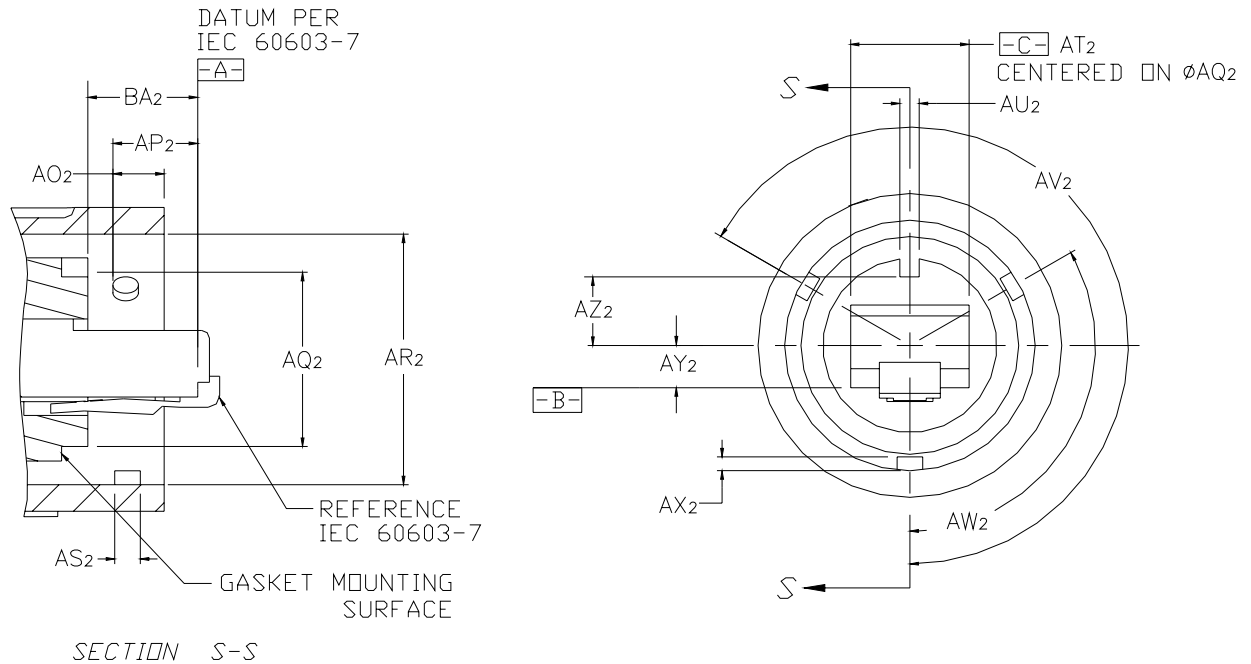
Figure 1. Industrial RJ45 outlet interface



Letter	Maximum		Minimum		Nominal (ref)	
	mm	in	mm	in	mm	in
<b>AA<sub>2</sub></b>	-	-	5,46	0,215	-	-
<b>AB<sub>2</sub></b>	3,56	0,140	2,74	0,108	3,15	0,124
<b>AC<sub>2</sub></b>	12,04	0,474	11,79	0,464	11,91	0,469
<b>AD<sub>2</sub></b>	1,65	0,065	1,40	0,055	1,52	0,060
<b>AE<sub>2</sub></b>	7,11	0,280	6,68	0,263	6,91	0,272
<b>AF<sub>2</sub></b>	4,14	0,163	3,89	0,153	4,01	0,158
<b>AG<sub>2</sub></b>	1,57	0,062	1,35	0,053	1,47	0,058
<b>AH<sub>2</sub></b>	17,60	0,693	17,30	0,681	17,45	0,687
<b>AI<sub>2</sub></b>	24,64	0,970	24,46	0,963	24,56	0,967
<b>AJ<sub>2</sub></b>	10,69	0,421	-	-	-	-
<b>AK<sub>2</sub></b>	13,59	0,535	13,34	0,525	13,46	0,530
<b>AL<sub>2</sub></b>	8,51	0,335	8,26	0,325	8,38	0,330
<b>AM<sub>2</sub></b>	3,15	0,124	2,74	0,108	2,95	0,116
<b>AN<sub>2</sub></b>	0,30	0,012	0,15	0,006	0,23	0,009

## EXHIBIT A

Figure 2. Industrial RJ45 plug interface



Letter	Maximum		Minimum		Nominal (ref)	
	mm	in	mm	in	mm	in
<b>AO<sub>2</sub></b>	5,08	0,200	-	-	-	-
<b>AP<sub>2</sub></b>	8,10	0,319	7,85	0,309	7,98	0,314
<b>AQ<sub>2</sub></b>	17,09	0,673	16,79	0,661	16,94	0,667
<b>AR<sub>2</sub></b>	24,99	0,984	24,74	0,974	24,87	0,979
<b>AS<sub>2</sub></b>	2,59	0,102	2,49	0,098	2,54	0,100
<b>AT<sub>2</sub></b>	11,79	0,464	11,58	0,456	11,68	0,460
<b>AU<sub>2</sub></b>	2,26	0,089	1,75	0,069	2,01	0,079
<b>AV<sub>2</sub></b>	241 <sup>o</sup>	-	239 <sup>o</sup>	-	-	-
<b>AW<sub>2</sub></b>	121 <sup>o</sup>	-	119 <sup>o</sup>	-	-	-
<b>AX<sub>2</sub></b>	1,30	0,051	1,04	0,041	1,17	0,046
<b>AY<sub>2</sub></b>	4,14	0,163	3,89	0,153	4,01	0,158
<b>AZ<sub>2</sub></b>	6,60	0,260	6,35	0,250	6,48	0,255
<b>BA<sub>2</sub></b>	-	-	10,19	0,401	-	-