

IPR Licence Agreement

between

**KNX Association cvba
Bessenveldstraat 5,
B -1831 Diegem**

- hereinafter referred to as "Association"

and

**«company»
«streetnr»
«zip» «city»**

- herein after referred to as "Party"

- the Association and the Party hereinafter collectively referred to as the "Parties"

Preamble

The Association has established a formal specification development process for a bus standard described in detail in the handbook and develops said bus standard under the regulations set forth in the internal rules of the Association (“Internal Rules”). The Party wants to exploit the so developed bus standard.

All members¹ of the Association who are bound by identical or similar agreement (“Members”) and those who are still bound after their membership, take part (“Participants”) in an arrangement with respect to intellectual property rights (“IPR”) as outlined herein.

The bus standard is meant to be drafted by the relevant working groups, approved by the technical board and adopted by the management board of the Association.

If the Association finds that a Participant’s copyright in software etc. is necessary for an exploitation of the bus standard, they should agree about which access information needs to be provided so that Members can create substitute or compatible works.

The Association might adopt new versions of the bus standard by updating, revising, extending or otherwise modifying the bus standard in force or parts thereof.

For each version as it is adopted, the Association and the Members run a process aimed at consensually licensing their necessary patents for free (“Clearance” process), rather than wait for problems to arise over the years.

The licenses are limited to making certified goods and services comply with the relevant versions of the bus standard.

If some Member refuses to license a patent, others may object. If the refusal is then maintained and if the Association believes that the patent is necessary, the Association as a rule stops all certification and adopts a different version of the bus standard in order to avoid it.

After a successful Clearance, the Association can license a patent that a Member chose not to disclose in the process, if it believes that the patent is necessary for the version of the bus standard.

This does not apply to younger patents that were originated after Clearance by Members. Nor to patents that their divisions active in unrelated business justifiably could not find in time.

A license made in this way can be fought in arbitration. Overturning it however will not have retro-active effect.

The Association might still adopt changes to the Cleared version of the bus standard. The licenses however do not extend to such changes. They can be Cleared with the next version at the soonest.

¹ Depending on the type of co-operation, member might also imply licenseeship and – if this is the case - can hereafter be read as such.

1 Definitions

- 1.1 “Agreement” means this IPR License Agreement and any amendments thereof made in accordance with section 9.2.
- 1.2 “Bus Standard” means the first or any later version of the standard for Home and Building Electronic Systems as established by the Association.
- 1.3 “Party-Version” means a version of the Bus Standard that was Cleared before or during membership of the Party.
- 1.4 “Handbook” means the handbook (on paper or other media) as issued by the Association describing the Bus Standard.
- 1.5 “Certification Procedure” means submission to initial type tests and recurring surveillance type tests as issued by the Association for compliance with technical specifications, standards, testing instructions, quality regulations etc. of a version of the Bus Standard.
- 1.6 “Certified Product” means a good or service in the field of home and building electronic systems of which samples have passed the initial type tests and later surveillance type tests, if any, according to the Certification Procedure, and for which the validity period as established therein, if any, has not yet expired.
- 1.7 “Subsidiary” means a legal entity under direct or indirect control as to more than fifty percent (50%) of such entity's issued share capital or voting rights and/or the like, or under management control. Excluded however are legal entities that are Participants and legal entities under their like control. On request by a Member, the Association may exclude other legal entities under his like control insofar as is specifically set out herein.
- 1.8 “Patent” means registered IPR, such as patent, utility model, mask work or design patent, with the exception of trademark registration and the like, as well as an application therefore, or a part thereof, such as several but not all claims of a utility model application.
- 1.9 “Copyright” means unregistered IPR, such as copyright in software, with the exception of IPR derived from trademark use and the like.
- 1.10 IPR “of” the Party (and mutatis mutandis “of” other legal entities) means IPR that it or any of its Subsidiaries can sufficiently license or sublicense in order to grant the licenses herein at any time during its membership.
- 1.11 “Necessary Patent” means a Patent that cannot be avoided by a substitute, commercially reasonable exploitation of a version of the Bus Standard as it was Cleared. Included for instance are Patents that cover any example in the Handbook, insofar as a skilled person would understand a good or service to be indicated there in sufficient detail.

2 Licenses from the Party to the Association

2.1 The Party herewith grants to the Association royalty-free, non-exclusive, world-wide licenses under

1. its Patents that the Association will enter into the Free List, the rules of which are laid down in Annex 1 – in short, the Association needs the Party's prior consent if the Patent was disclosed during the Clearance process – and
2. its Copyrights as set out in Annex 2.

The scope of the licenses is to

- a) sublicense the IPR to Members and their Subsidiaries on terms consistent with those in section 3 and with those in section 4 of Annex 2 and
- b) provide the Handbook and other information as set out in Annex 2.

2.2 On request and at the expense of the Association the Party shall have the existence and the essentials of the license entered into the public register of the relevant state offices, to the extent required to safeguard the continuation of such granted rights in case of bona fide purchase of the IPR by others.

3 Patent licenses from the Association to the Party

3.1 The Association herewith grants to the Party non-exclusive, world-wide licenses under Patents of other Participants that the Association has entered or will enter into the Free List, and under Necessary Patents of the Association.

3.2 The scope of such a license is to manufacture, have manufactured, use, advertise, sell, lease or otherwise transfer Certified Products under a Cleared version of the Bus Standard and, solely for incorporation therein, parts thereof, such as components, software and services. Manufacturing includes development, as well as the procurement, manufacture and use of production means.

Excluded however are Certified Products under an earlier version of the Bus Standard than the version for which the Patent was entered into the Free List.

Excluded too are Certified Products under a later version if the Bus Standard has been so modified, that the Patent no longer can be considered a Necessary Patent for it.

Excluded too are Certified Products regarding which the Patent has been used other than to effect compliance with the relevant version of the Bus Standard as it was Cleared.

3.3 For the time prior to the certification of its goods and services, the Association herewith grants to the Party provisional licenses of the same kind under the same Patents.

The scope of a provisional license is to manufacture, have manufactured and use prospective Certified Products in preparation for submitting samples thereof to the initial type tests of the Certification Procedure and, pending these initial type tests, also to advertise them.

- 3.4 The license under a Patent in the Free List has begun or will begin with the adoption of the version of the Bus Standard for which it was entered therein.
The Association shall however specify a later date in the Free List if it has been duly notified that the Patent cannot be sufficiently licensed or sublicensed before then.
- 3.5 To moderate the consequence thereof, the license will end 5 years after the Association removing the Patent from the Free List, or 1 year after the Association removing it because of section 3.2 of Annex 1.

4 End of membership

- 4.1 Upon resignation or expulsion of the Party as a Member, the licenses as per section 3 and as per section 4 of Annex 2 will end.
Its resignation or expulsion in particular will not cause the licenses granted by the Party to the Association to end.

5 Maintenance, transfer, assertion and defence of IPR

- 5.1 Only the owner (i.e. the Party, the Association or one of their Subsidiaries) at his discretion shall take care of the costs and fees for maintaining IPR.
In case of a planned abandonment, the Party in its capacity as owner shall offer Patents in the Free List to the Association first and for free.
- 5.2 Only the owner at his discretion may transfer IPR.
However, the Party in its capacity as owner may only transfer IPR licensed hereunder to an external acquirer who has been bound by prior written agreement with the Association to the obligations regarding such IPR that a former Member would have.
Furthermore, in case of a planned transfer other than to a Subsidiary or to a joint venture or the like, the Party in its capacity as owner shall offer Patents in the Free List first and at the most favourable conditions to the Association.
- 5.3 Only the owner at his discretion may take action against unlicensed use of IPR.
In particular, the Association shall leave the Party in its capacity as owner to deal with Members and their Subsidiaries that exceed the scope of the sublicense as per section 2.1 a).
However, the Association on request shall give its opinion on whether the Bus Standard has been so modified, that a Patent no longer can be considered a Necessary Patent.
The opinion may be requested by the Party, a court of law or a Member or Subsidiary involved.
The Association may anyhow publish such opinions as soon as it deems it appropriate after a new version of the Bus Standard has been Cleared.
- 5.4 Only the owner at his discretion may defend the validity of IPR against attack.
However, if it deems it to be important, the Association may oblige the Party in its capacity as owner to defend the validity of a Necessary Patent at the cost of the Association. The Party shall execute whatever documents may be required to give effect hereto.

- 5.5 The Association may offer the Party in its capacity as owner financial support with respect to a Necessary Patent that it deems to be important.

6 Confidentiality

- 6.1 Each of the Parties undertakes to keep confidential any know-how, data or other information it receives in the fulfilment of this Agreement (for instance during working group discussions) which shall
- if in written form, be marked "Confidential" or similarly legended by the supplier before being turned over to the receivers,
 - if orally disclosed be identified as confidential prior to disclosure and delivered to it in written summary within 30 days after disclosure.

It shall not reproduce or disclose such information outside the circle of the intended receivers and its Subsidiaries, or use it for any purpose not authorised by the supplier.

- 6.2 The obligations above shall, however, not apply to such parts of know how, data or other information which:
- is already in the public domain or becomes available to the public through no fault of the receiver;
 - can be shown through competent evidence to have been developed independently by the receiver without reliance on the supplier's information or to have been known to the receiver prior to its disclosure by supplier;
 - can be proved to have been rightfully received from someone else by the receiver without an obligation of confidentiality;
 - is required to be disclosed in order to comply with a legal requirement, subject to the receiver's obligation to notify the supplier of the requirement in a timely manner; or
 - is approved for disclosure by prior written consent of an authorised corporate representative of the supplier.
- 6.3 Such "Confidential Information" shall be treated with the same degree of care to avoid disclosure as is used with respect to own information of like importance which is to be kept confidential.

7 The Subsidiaries of the Party

- 7.1 The Subsidiaries of the Party are beneficiaries to its rights under this Agreement as if they were the Party hereto.

The Party warrants that its Subsidiaries shall comply with its obligations under this Agreement as if they were the Party hereto.

The Party will represent its Subsidiaries vis-à-vis the Association in the fulfilment of this Agreement.

- 7.2 Within three weeks after having signed this Agreement, the Party may file a written request at the Association for the exclusion of Subsidiaries that it plans to divest.

The Association shall enquire with the Party about the planned divestment and the IPR affected. The request shall not be unreasonably withheld or delayed.

If the Association refuses the exclusion request, the Party may within three weeks of being notified in writing thereof, withdraw from this Agreement in writing as if it never had entered therein.

8 Disclaimer of warranties and special damages

- 8.1 IPR ARE LICENSED BY EITHER OF THE PARTIES TO THE OTHER "AS IS", AND ALL REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE AND VALIDITY AND OWNERSHIP AND ABILITY TO LICENSE, ARE HEREBY DISCLAIMED.

However, the Party represents that it will be able to sufficiently license or sublicense IPR that it discloses or otherwise presents to the Association as its IPR in order to grant the licenses herein.

IN PARTICULAR, NEITHER OF THE PARTIES REPRESENTS OR WARRANTS THAT ALL LICENSED PATENTS ARE NECESSARY PATENTS, NOR THAT ALL NECESSARY PATENTS OF THE PARTY WILL BE LICENSED TO THE ASSOCIATION.

- 8.2 THE BUS STANDARD IS PROVIDED BY THE ASSOCIATION "AS IS", AND ALL REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND OWNERSHIP AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED.

IN PARTICULAR, THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT IT WILL CLEAR THE FIRST OR ANY LATER VERSION OF THE BUS STANDARD.

IN PARTICULAR, THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT ALL NECESSARY PATENTS AND ALL COPYRIGHTS IN INFORMATION PROVIDED HEREUNDER WILL BE LICENSED TO THE PARTY, BE IT IPR OF OTHER PARTICIPANTS OR BE IT EXTERNAL IPR.

- 8.3 NEITHER OF THE PARTIES REPRESENTS OR WARRANTS THAT TECHNICAL INFORMATION IT WILL PROVIDE HEREUNDER IS SUFFICIENT FOR THE PURPOSE THEREOF AND CORRECT.

However, the Party represents that information it will specifically agree in writing as per section 3.3 of Annex 2 to provide is sufficient for the purpose thereof and correct.

- 8.4 NEITHER OF THE PARTIES WARRANTS THAT ITS RECEIVERS OR THE RECEIVERS OF ITS SUBSIDIARIES WILL REFRAIN FROM REPRODUCING, DISCLOSING OR USING CONFIDENTIAL INFORMATION IN BREACH OF SECTION 6.

- 8.5 THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT THE OTHER PARTICIPANTS WILL COMPLY WITH THEIR IDENTICAL OR SIMILAR AGREEMENTS.

- 8.6 The Parties shall fulfil their obligations hereunder with due care and shall solely be liable in case of mandatory liability by applicable law, e.g. in the case of intent. IN NO EVENT WILL EITHER OF THE PARTIES BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT IT HAD ADVANCED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS MANDATED BY APPLICABLE LAW.

9 Miscellaneous

- 9.1 The Party represents that it has not in anticipation of entering into this Agreement exclusively licensed or otherwise ended the ability to sufficiently license or sublicense its Patents that are Necessary Patents for an adopted version of the Bus Standard.
- 9.2 This Agreement sets forth the entire understanding of the Parties and supercedes all prior agreements and understandings relating hereto. Annex 1 and Annex 2 are integral parts of this Agreement. No modifications or additions to this Agreement shall be binding unless accepted in writing by an authorised representative of the Parties.
- 9.3 This Agreement shall not be construed to waive any right of either of the Parties under law or any other agreement except as expressly set out here.
- Except for the rights expressly provided by this Agreement, neither of the Parties grants nor receives, by implication or otherwise, any rights under any IPR.
- 9.4 The Association shall strive to make the other Participants comply with their identical or similar agreements.
- 9.5 Neither of the Parties shall, without the prior written consent of the other, assign or otherwise transfer partially or totally any of its rights and obligations under this Agreement. Such consent shall not be unreasonably withheld or delayed.

10 Governing law, arbitration

- 10.1 This Agreement shall be construed and controlled by the laws of Belgium.
- 10.2 All disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be finally settled under the rules of arbitration of the International Chamber of Commerce, Paris, by three arbitrators in accordance with the said Rules.

Each of the Parties shall nominate one arbitrator for confirmation by the competent authority under the applicable rules ("Appointing Authority"). Both arbitrators shall agree on the third arbitrator within 30 days. Should the two arbitrators fail, within the above time limit, to reach agreement on the third arbitrator, he shall be appointed by the Appointing Authority. If there are two or more defendants, any nomination of an arbitrator by or on behalf of such defendants must be by joint agreement between them. If such defendants fail, within the time limit fixed by the Appointing Authority, to agree on such joint nomination, the proceedings against each of them must be separated.

The seat of arbitration shall be Brussels. The procedural law of this place shall apply where the rules are silent.

The arbitral award shall be substantiated in writing. The language of the arbitration proceeding shall be English.

- 10.3 Acts by the Association as per Annex 1 or Annex 2 may only be challenged insofar as is specifically set out there. The Association itself shall strive to correct its administrative errors in time, and may do so with retroactive effect.

11 Notices

- 11.1 Unless explicitly arranged otherwise in this Agreement or in the Internal Rules, for example with regard to the recurring publication of the Free List and the Safe List, all notices and requests which are required or may be given in the fulfilment of this Agreement shall be in writing and shall be deemed given when delivered by hand or mailed by registered mail to the following addresses

KNX Association cvba
Bessenveldstraat 5
B-1831 Diegem

Respectively

«**company**»

«**streetnr**»

«**zip**» «**city**»

or to such other address as either of the Parties will have designated by notice in writing to the other.

12 End of this Agreement

- 12.1 This Agreement will end with the lapse of the last of the IPR of the Party, or with the end of its membership, whichever comes later. However, insofar as applicable, sections 6, 8 and 10 will survive.

In witness whereof both Parties have this Agreement established in duplicate and signed by their duly authorised representatives

On behalf of the Association:

On behalf of the Party:

(names, positions, dates and signatures)

Joost Demarest
Director Certification & Administration

Heinz Lux
Director Sales & Marketing

ANNEX 1 to the IPR License Agreement
Rules of the Free List

1 Clearance of the first Bus Standard

1.1 At its earliest convenience after the approval (by the technical board) or even the adoption (by the management board) of the Bus Standard, the Association shall set a period of twelve (12) weeks as described in the Internal Rules - IPR for each Member to disclose Patents.

1.2 Within the above period, the Member may disclose his Patents that he believes could be of relevance for the exploitation of the Bus Standard.

When disclosing his Patents, or within three (3) weeks after notification by the Association that a Patent of his has been disclosed as per section 2.2, the Member shall declare whether he consents to license them on terms consistent with those in section 2 of the Agreement, or not, by filing a License List and a Non-License List. He shall include a short explanation for each one and state whether he thinks that the Patent will be a Necessary Patent.

1.3 After the above periods have elapsed, the Association shall submit copies or summaries of the License Lists and Non-License Lists to all Members.

1.4 Within a subsequent period of six (6) weeks, each Member may object to a Non-License List on the ground that a Patent therein will be a Necessary Patent by filing a reasoned statement at the Association.

The Association shall analyse the objection and discuss it with the Member who has filed the Non-License List.

If the Association has grounds to believe that the Patent will be a Necessary Patent, it shall notify the latter thereof. In turn, that Member shall finalise his declaration within two (2) weeks either by moving the Patent from the Non-License List into the License List, or instead by his written assertion that the Patent

- a. will not be a Necessary Patent, in which case he shall explain in detail why not, so as to publish the lines along which it can be avoided, or
- b. will be a Necessary Patent, but he refuses for other reasons which he may state.

If the Association in the light of such an assertion decides that the Patent will be a Necessary Patent, it shall as a rule close this Clearance process, stop all Certification Procedures and modify the Bus Standard in an attempt to avoid it.

As soon as the Association deems that the objection has been resolved, it shall close the objection process.

1.5 Upon elapse of all objection periods or closure of all objection processes, the Association shall Clear the Bus Standard by entering all Patents that are in the License Lists into the so-called "Free List" and all Patents that are in the Non-License Lists into the so-called "Safe List".

2 Clearance of new versions of the Bus Standard

- 2.1 Section 1 applies accordingly for a new version of the Bus Standard with respect to Patents that are not in the Free List.
- 2.2 When disclosing Patents as per section 1.2, Members may additionally disclose each other's Patents that are in the Safe List.

When Clearing the new version as per section 1.5, the Association shall disregard Patents that it has in the meantime entered into the Free List for another version.

When Clearing the new version as per section 1.5, the Association shall remove Patents from the Safe List if it enters them into the Free List.

3 Patents not in the Safe List

- 3.1 If the Association decides that an unlisted Patent of the Party is a Necessary Patent for a Cleared Party-Version of the Bus Standard, the Association shall enter it into the Free List.

A Patent of the Party in the Free List that was entered therein for a certain version might also be a Necessary Patent for an earlier, Cleared Party-Version. If within one year the Association so decides, it shall remove the Patent from the Free List and enter it again for the earlier version instead.

However, the Association shall do neither if the decision establishes that the Patent was originated as a Patent of a – then – Participant after the disclosure period had elapsed.

A Patent that has anything in common with working group discussions for the Party-Version is assumed to have been originated by then, in order not to exempt so inspired Patents.

- 3.2 Within 3 months after entry of an unlisted Patent into the Free List, the Party may claim it justifiably could not find its Patent before the disclosure period elapsed or before it subsequently entered into this Agreement. Such a Patent should at least have been originated, paid for and handled entirely by divisions that do not exploit home and building electronic systems.

After 6 months from receipt of the claim, the Association shall remove the Patent from the Free List. However, if it is not convinced of the claim, it shall request arbitration instead.

- 3.3 The Association shall consult the Party when considering such decisions or claim.

The Party may request arbitration within 3 months after entry of the Patent into the Free List.

If the decision is overturned or the claim is granted, the Association on arbitral order shall reverse the above steps concerning the Free List and otherwise act consistently henceforth.

4 Insufficiencies of the Free List

- 4.1 If the Association on substantial evidence decides that a Patent of the Party is in fact a Necessary Patent for Cleared Party-Versions for which it could not be licensed as per the previous sections, it shall as a rule stop all Certification Procedures for said versions and modify the Bus Standard in an attempt to avoid it.

The Association shall notify the Party if it has stopped the Certification Procedures. To moderate the consequences thereof, the Party herewith grants to the Association an exit license under its Patent that will be the subject of such notification.

The exit license is of the same kind as the license as per section 2 of the Agreement and has an equivalent scope, sublicensing those versions of the Bus Standard only.

The exit license will begin 1 year before the date of notification, and last 5 years in all.

- 4.2 Alternatively, the Association shall postpone stopping the Certification Procedures for as long as it deems that a solution can be found or has been found with respect to the Patent.

The Party may for instance give the Association consent for removing the Patent from the Safe List and entering it into the Free List.

5 Changes in Patents themselves

- 5.1 The Party shall notify the Association if one of its Patents in the Free List or in the Safe List has been definitively changed in granting, opposition or nullity proceedings or the like.

In turn, the Association shall replace it by the Patent as it has been changed.

Alternatively, if the scope of a Patent in the Free List has been so narrowed that the Association on substantial evidence decides that it is not a Necessary Patent for the version of the Bus Standard for which it was entered therein, it shall remove it from the Free List. Section 3 might apply for some later version.

Likewise, if the scope of a Patent in the Safe List has been so broadened that the Association on substantial evidence decides that it is a Necessary Patent for any Party-Version of the Bus Standard, it shall remove it there from. Section 3 might apply for such versions.

- 5.2 The Association shall consult the Party when considering such decisions.

The Party may request arbitration within 3 months after removal of the Patent from the Safe List.

If the decision is overturned, the Association on arbitral order shall enter the Patent into the Safe List again and otherwise act consistently henceforth.

5.3 The Party shall notify the Association if one of its Patents in the Safe List has definitively elapsed. The Association shall then remove it there from.

The Association may remove a Patent from the Free List if it has definitively elapsed.

On behalf of the Association:

On behalf of the Party:

(names, positions, dates and signatures)

Joost Demarest
Director Certification & Administration

Heinz Lux
Director Sales & Marketing

ANNEX 2 to the IPR License Agreement
Rules relating to Copyrights

1 Definitions

- 1.1 “Contribution” of a Member or the Association means any suggestion, comment, drawing, data, computer code or other contribution made by it or by one of its Subsidiaries to the drafting or change process of a version of the Bus Standard, insofar as it has been incorporated therein.
- 1.2 “Necessary Copyright” means a Copyright that cannot be avoided by the unassisted creation of a substitute or compatible or related work in a commercially reasonable exploitation of a version of the Bus Standard.
- 1.3 “Access Information” about a work means specifications, structural description or other information that is minimally required by others to create a substitute or compatible or related work in a commercially reasonable exploitation of the Bus Standard. If about software, the Access Information is likely to explain its interfaces and interoperability with hardware and other software that is in use at the time. Under no circumstance is the complete source code required.

2 The Handbook and other information

- 2.1 In providing the Handbook and other information, the Association may as it deems appropriate
 - a) copy and modify Contributions and incorporate the result into current and future versions of the Handbook,
 - b) copy, disclose and distribute the Handbook and
 - c) supply the result to any Member.

However, the Association may only reproduce and disclose Confidential Information in the Contributions as an exception to section 6 of the Agreement insofar as it deems it essential for the proper functioning of the relevant versions of the Bus Standard.

- 2.2 Copyrights of the Party in its Contributions are licensed to the Association as per section 2.1 of the Agreement.

3 Access Information

- 3.1 If the Association on substantial evidence decides that Copyright of the Party in a work is Necessary Copyright for one or more Cleared Party-Versions of the Bus Standard, it shall notify the Party thereof.

As from then, the Party shall provide to the Association its Access Information for said versions to the extent as agreed per section 3.3.

Until the Association decides that the Copyright is no longer Necessary Copyright, the Association shall on written request provide a copy of the Access Information to any Member who it believes has serious intentions to use the copy to create works in an exploitation of the Bus Standard.

- 3.2 The Association shall consult the Party when considering such decisions.
The Party may request arbitration within 3 months after the first decision or again within 3 months after a refusal of the second decision.
If the decision or the refusal is overturned, the Association on arbitral order shall stop providing Access Information and otherwise act consistently henceforth.
- 3.3 The Party and the Association shall agree in writing as to the extent of Access Information required. They shall also agree in writing on reasonable periods for the Party to provide it.
If after entering into such agreement the Association on substantial evidence deems that additional Access Information is required, the Party and the Association shall extend the agreement in writing in order to account for the evidence.
- 3.4 Should the Association deem that an agreement as per section 3.3 cannot be reached, it shall as a rule stop all Certification Procedures for said versions and modify the Bus Standard in an attempt to avoid the Copyright of the Party in the work.
Alternatively, the Association shall postpone stopping the Certification Procedures for as long as it deems that a solution can be found or has been found with respect to the Copyright of the Party in the work.
- 3.5 Copyrights of the Party in its Access Information that it has so provided or will so provide are licensed to the Association as per section 2.1 of the Agreement.

4 Copyright licenses from the Association to the Party

- 4.1 The Association herewith grants to the Party non-exclusive, world-wide licenses under Copyrights of other Participants and Copyrights of the Association in their respective Contributions.
The scope of such a license is to copy, modify, incorporate and otherwise use the Contribution in an exploitation of any Cleared version of the Bus Standard in which it has been incorporated.
The license has begun or will begin with the adoption of the first of these versions.
- 4.2 The Association herewith grants to the Party non-exclusive, world-wide licenses under Copyrights of another Participant in any Access Information that the Association will duly provide to the Party.
The scope of such a license is to copy, modify, incorporate and otherwise use the Access Information to create works in an exploitation of any Cleared version of the Bus Standard.

The license has begun or will begin with the adoption of the first of these versions.

On behalf of the Association:

On behalf of the Party:

(names, positions, dates and signatures)

Joost Demarest
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