



Trademark rights agreement

between

SMI Standard Motor Interface e.V.

with registered office in Konstanz, Germany,

with office and correspondence address:

SMI Standard Motor Interface e.V., Office, Am Hoerenbroich 19, 47906 Kempen

and

(Company Name)

as a member of the association

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1 Rights to the SMI interface

The SMI Standard Motor Interface e.V. association owns all rights to the documentation of the SMI interface, to the work results of the SMI Standard Motor Interface e. V. and to the SMI trademark. The SMI Standard Motor Interface e.V. maintains a list of documents and work results.

The member of the association expressly acknowledges the rights of the SMI Standard Motor Interface e. V. to the documentation of the SMI interface, to the work results of the SMI Standard Motor Interface e. V. and to the SMI trademark. The member of the association undertakes not to bring any SMI-compatible products onto the market if it is not in possession of the rights to the interface.

2 Rights of use

The SMI Standard Motor Interface e.V. grants the member of the association the rights to use the SMI interface. The rights of use apply only to those products that are registered by the SMI Standard Motor Interface e.V. as certified products.

Rights of use can be granted only to members of the category A in the SMI Standard Motor Interface e.V.

The rights of use entitle and obligate the member of the association

1. to use the SMI interface worldwide with the registered products and in particular to manufacture these products with the SMI interface and to sell such products;
2. to mark the registered products according to the SMI brand manual.

The member of the association is, however, not authorised

1. to transfer the right of use to third parties;
2. to use the SMI interface or mark for products other than registered products;
3. to undertake autonomously further developments of the SMI interface, i.e. expansion or modification;
4. use the concept of the SMI interface to create a new interface.

If a member of the association has legitimately brought a registered product with an SMI interface and corresponding mark onto the market, this product may continue to be sold or otherwise distributed worldwide.

3 Registration

If the member of the association wishes to register a product, it must carry out a certification in accordance with the certification and registration guidelines of the SMI Standard Motor Interface e.V. and apply to the SMI office for registration of the product, submitting the necessary documents.

If the product for which application is being made meets the technical requirements, the SMI office issues a certificate to the member of the association.

If the member of the association also meets all other requirements with the product for which application is being made (e.g. payment of the fee), the SMI office registers the product under a jointly determined name and trade mark.

The SMI office enters the member of the association with company and headquarters and the registered products with their name and trademark in the corresponding directories. These directories are published on the Internet.

4 Conformity

The member of the association shall bring onto the market only those products with the SMI interface that conform to the documents submitted and approved for the registration.

The member of the association guarantees and ensures that the SMI interface includes all the technical requirements that are necessary to ensure operability between compatible products. If the member wishes to make modifications to the product that could affect its interoperability, it must submit the modification promptly to the SMI office for checking and re-certification. The fee for a re-certification depends on the work involved and may at the most be equal to the fee for a certification.



5 Marking

The member of the association is obligated to attach the SMI mark to all registered products with an SMI interface. The “brand manual” is to be followed for the use of the SMI mark.

The member of the association will refer in an appropriate manner (e.g. in advertising documents) to those of its products that contain an SMI interface.

6 Documentation

The member of the association has access to the current documentation for the SMI interface and to the work results of the SMI Standard Motor Interface e.V. Access to the work results of the working groups is reserved for the members of the respective working groups.

7 Information and further development

The member of the association receives regular information about the circle of members of the association with trademark rights agreements and the registered products.

If desired, the member of the association shall be involved in the further development of the interface, e.g. through special exchange of information or collaboration in a technical working group.

8 Liability

The SMI Standard Motor Interface e.V. accepts no liability for the infringement of third-party property rights by the contents of the SMI documentation and the work results.

In registering products and granting rights of use, the SMI Standard Motor Interface e.V. does not guarantee the functionality and safety of the products, their freedom from hidden defects or their marketability. The member of the association renounces any right to make a claim against the SMI Standard Motor Interface e.V. for the consequences of functional or safety defects or for loss of use.

Conversely, the member of the association shall hold the SMI Standard Motor Interface e.V. free from liability if claims are made against it by third parties in respect of functional or safety defects or for other reasons. The member of the association shall notify the SMI Standard Motor Interface e.V. of any such third-party claims immediately on becoming aware of them. Claims for recourse shall elapse two years after the day on which the SMI Standard Motor Interface e.V. is made aware of the claim, provided the law does not provide for a longer limitation period.

9 Trademark rights fee

The member of the association shall pay a non-recurring trademark rights fee.

In addition, the member of the association shall pay a non-recurring certification fee plus an annual registration fee for each product.

The SMI Standard Motor Interface e.V. issues regulations governing contributions and fees.

The fees depend on the data supplied by the member of the association; the SMI Standard Motor Interface e.V. is entitled to demand confirmation by the auditor of the member of the association.

Amendments to the fees must be announced at the latest sixty days in advance. The member of the association can object to the amendment within thirty days of becoming aware of it, if at the same time it declares the termination of the trademark rights agreement with effect from the next possible date for a proper termination.

10 Confidentiality

The SMI Standard Motor Interface e.V. undertakes to keep secret any confidential information received from the member of the association and to take all necessary precautions to prevent third parties gaining access to said information.



Information within the meaning of this agreement is any knowledge in the commercial or technical field that is made accessible in verbal or written form, in visual or machine-readable form or in graphical form.

In signing this agreement, the SMI office accordingly gives an undertaking to the member of the association to maintain secrecy. Over and above that, the SMI office undertakes not to disclose to the other members of the SMI Standard Motor Interface e.V. such confidential information which exclusively the office receives from the member of the association.

The above confidentiality obligation of the SMI Standard Motor Interface e.V. and the SMI office does not apply to information which:

- was already known to the office through legal channels at the time of disclosure;
- was in the public domain or generally accessible at the time of disclosure;
- enters the public domain or becomes generally accessible in a way for which the office is not responsible;
- is disclosed to the office by third parties through legal channels.

An entity that pleads one of the aforementioned exceptions shall be responsible for providing proof.

The member of the association likewise gives an undertaking to the SMI Standard Motor Interface e.V. and the SMI office to keep secret any confidential information which it receives in connection with the SMI interface. In particular, the confidentiality obligation covers the technical documentation for the SMI interface and the work results of the SMI Standard Motor Interface e.V. The member of the association undertakes to make every effort to prevent third parties from gaining access to this information.

The aforementioned exceptions to the confidentiality obligation apply accordingly to the member of the association.

The passing on of the SMI Specifications, or parts thereof, to third parties is only permitted for the purpose of the said development by or for the member of the association, and only subject to the prior written consent of the Association. In such cases the member of the association shall conclude an appropriate Confidentiality and Restriction of Use agreement with the third party and shall be responsible for compliance with this. The member of the association shall disclose this to the association on demand.

11 Revocation of rights of use

The SMI Standard Motor Interface e.V. can revoke the member of the association's rights of use for a registered product if the member had supplied false data during the registration or if the product subsequently does not conform to the submitted documents.

In addition, the Standard Motor Interface e.V. can revoke the member of the association's rights of use for a registered product at any time, giving three months' notice, if the member fails to comply with other contractual obligations for this product or if the product exhibits defects in quality.

The revocation is possible only if the member of the association has not rectified the defect in time after the SMI Standard Motor Interface e.V. had requested the member in writing to do so, setting an appropriate time limit of at least three months.

12 Termination of the agreement

The SMI Standard Motor Interface e.V. can terminate this agreement, giving six months' notice to the end of a month, if the member of the association verifiably fails to comply with contractual obligations, despite a written reminder.

The SMI Standard Motor Interface e.V. can at any time terminate this agreement at any time without specifying a reason by giving two years' notice.

The member of the association can terminate this agreement without specifying a reason by giving six months' notice to the end of a calendar year.



This agreement shall be terminated without notice if the member leaves the SMI Standard Motor Interface e.V.

13 Effect of termination of the agreement

On termination of the agreement, the member of the association loses all rights to use the SMI interface and the SMI mark.

However, for certified and registered devices with an SMI interface resulting from delivery obligations which had already existed at the time the termination of contract became effective on account of quotations, confirmations of order or other contractual agreements with customers (e.g. spare parts guarantees), the member of the association shall retain the rights of use for a period of 6 years commencing with the termination of the agreement so that it may fulfil its contractual obligations.

The obligation to keep confidential information secret continues to apply even after termination of the agreement.

14 Severability clause

If individual provisions of this agreement should be ineffective or impracticable, or should become ineffective or impracticable following conclusion of the agreement, the effectiveness of the remainder of the agreement is not affected. The ineffective or impracticable provision shall be replaced by an effective and practicable regulation that best achieves the economic objectives pursued by the Contracting Parties with the ineffective or impracticable provision. The above provisions apply accordingly should the agreement prove to have loopholes.

15 Supplementary law and place of jurisdiction

This legal relationship is subject to German law.

Place of jurisdiction is Stuttgart. However, the Standard Motor Interface e.V. may take legal action against the member of the association at the member’s place of business.

SMI Standard Motor Interface e.V.

Member of the association

Place and date:

Place and date:

