

# Power over Ethernet Technology Consortium (PoETec) Specifications Adopter's Agreement

## **This is a patent license agreement and copyright assignment for parties wishing to adopt the PoETec Specifications.**

As used in this Agreement:

The "**Founders**" are the companies which have signed this agreement and returned their signed agreement (including by facsimile or e-mailed .pdf) to the addressee named at the end of this agreement on or before March 10, 2006.

**"Adopter"** is the entity named at the end of this Agreement.

**"Fellow Adopters"** are any other entities which have executed an identical counterpart of this Agreement and delivered it to Founders.

**"Members"** are Founders, Fellow Adopters and Adopters whose agreements have not been terminated by Objection, Expiration or Withdrawal.

**"Specifications"** is the set of specifications entitled:

1. PoETec Specification, Synchronous Layer 2 Interface revision 1.0, authored and published by the Members, as well as any Updates identified as set out in the Licenses section below. The subject matter of this document will be a bitwise synchronous serial interface providing both data and address operating with 3.3V logic levels at clock speeds less than 2Mhz.
2. PoETec Specification, Asynchronous Layer 2 Interface revision 1.0, authored and published by the Members, as well as any Updates identified as set out in the Licenses section below. The subject matter of this document will be a bitwise asynchronous interface operating with eight bit data frames embedding one start bit and no per data element parity check with 3.3V logic levels, levels compatible with EIA/TIA 232, or levels compatible with EIA/TIA 485 at clock speeds less than 2Mhz.
3. PoETec Specification, Layer 3 Interface revision 1.0, authored and published by the Members, as well as any Updates identified as set out in the Licenses section below. The subject matter of this document will be a message set to operate PSE functions utilizing either the synchronous or asynchronous physical layer interface.
4. PoETec Specification, 168 Pin PSE Module Interface revision 1.0, authored and published by the Members, as well as any Updates identified as set out in the Licenses section below. The subject matter of this document will be physical outline description and connector pinout of a PCB assembly less than 50mm x 150mm x 15mm incorporating PSE functions.
5. PoETec Specification, Modular Connector Block PSE Module Interface revision 1.0, authored and published by the Members, as well as any Updates identified as set out in the Licenses section below. The subject matter of this document will be physical outline description and connector pinout of an assembly incorporating RJ-45 modular jacks and PSE functions.
6. PoETec Specification, MIB Interface revision 1.0, authored and published by the Members, as well as any Updates identified as set out in the Licenses section below. The subject matter of this document will be Management Information Bases (MIBs) for PD and PSE suitable for transportation via SNMPV2.

Intials:

Date:

**“Specifications”** shall not require any particular implementation beyond the Interface. Specifications shall not, for example, define any particular integrated circuit, family of integrated circuits, software package or manufacturing process.

**"Interface"** means the portion of the Specifications identified under the heading of "Interface".

**"Necessary Claims"** means claims of a patent or patent application owned or controlled by a party which are necessarily infringed in order to make a product that fully complies with the then-current Specifications, which would not be infringed but for the compliance with the Specifications, and which there is no feasible way to comply with the Specifications without infringing. "Necessary Claims" do not include any claims relating to manufacturing technology, claims with regard to which it would be possible to build a product in compliance with the Interface in the Specification without infringing such claim (even if in the same patent as Necessary Claims), or claims which, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties.

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When Adopter's authorized representative competes and signs this Agreement and delivers it to the Founders at the address below, this Agreement will be legally binding.

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**Licenses:**

- Grants of Licenses. Upon the later of Adopter's execution of this Agreement or finalization of the Specification by the Members, Adopter hereby grants to the Founders and to Fellow Adopters, and the Members hereby grant to Adopter, a nonexclusive, royalty-free, non-transferable, non-sublicenseable, worldwide license under its Necessary Claims to make, have made, use, import, offer to sell and sell products which comply with the Specification; provided that such license shall not extend to features of a product which are not required to comply with the Specification or for which there exists a feasible, non-infringing alternative.

- Updates. The Members may issue an update, revision, or extension of some or all of the Specifications (an "Update") at any time. Provided that the Members have made the Specification generally available with the notation "Implementation of this Specification is governed by the terms of the PoETec Specifications Adopter's Agreement," the grants of licenses referenced in this Agreement shall extend to the Update except as specifically provided below. Issuing such an Update shall NOT terminate any right or obligation of Adopter under this Agreement, including the licenses granted with respect to the earlier versions of the Specification.

Initials:

Date:

- Copyright. Upon Member's execution of this Agreement and in consideration of Member's participation in the Power Over Ethernet Technology Consortium, Member hereby irrevocably grants and conveys to the Power over Ethernet Technology Consortium all copyrights held in the Specifications and / or Updates. The Power Over Ethernet Technology Consortium hereby grants to each Member a royalty-free, non-exclusive, worldwide license to use, copy, reproduce, publish, perform, display, and create derivative works of each Specification or Update approved by the Power Over Ethernet Consortium provided that any published version of the Specifications must accurately cite the Specifications and / or Updates so published and acknowledge the Power Over Ethernet Technology Consortium's copyright in the Specification or Update.
- Objection. Members may, within 60 days after publication of an Update, terminate this Agreement with respect to such Update and all further revisions of the Specification. Termination shall be made by giving written notice to the Founders and to the Fellow Adopters at the addresses maintained by the Founders.
- Expiration. Members may place an expiration date on their membership at the time they sign this Adopter's Agreement by checking the box following the final year of participation. If the member checks any box other than the box following "ongoing" then the member shall be withdrawn effective December 31, 23:59 GMT of the year indicated.
- Withdrawal. Members may at any time withdraw from this Agreement. Withdrawal shall be made by giving written notice to the Founders and to the Fellow Adopters at the addresses maintained by the Founders.
- Effect of Objection, Expiration or Withdrawal. The effect of any such termination will be that the licenses granted by Adopter and granted to the Adopter shall continue to apply to Specification as it existed prior to termination. In the case of Objection, the licenses shall apply only to the versions of the Specifications prior to the Updates issued more than 60 days prior to termination of the agreement.

**Publication Rules:**

- Meetings. Members shall hold meeting to approve Specifications and /or Updates and to conduct other business as necessary. A minimum of seven days' prior written notice shall be required to conduct a meeting. Attendance by teleconference shall be equivalent to physical attendance for all meetings.
- Publication. Members may publish Specifications and / or Updates by voting during meetings and distribution of the Specifications and / or Updates to the Members. Approval of a Specification or Update shall require a 2/3 majority vote of Members attending such meetings provided meeting is attended by 50 percent or more of then-active members. Distribution of a Specification and / or Update shall be accomplished by delivery to the e-mail address specified by the Member below.

Initials:

Date:

**General:**

- Trademarks and Branding. Adopter hereby agrees not to assert against any Founder or Fellow Adopters any trademark or trade name rights Adopter may have now or hereafter in the names "Power over Ethernet Technology Consortium," "PoETec," or other confusingly similar names.
- Governing Law. This Agreement shall be construed and controlled by the laws of Delaware, without reference to conflict of laws principles.
- Jurisdiction. The parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of Delaware.
- No Other Licenses. Adopter neither grants nor receives any license to or right to use any trademark, tradename, copyright, or maskwork hereunder. Except for the rights expressly provided by this Agreement, Adopter neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.
- Costs and Expenses. All costs and expenses incurred by any party in carrying out its obligations under this Agreement shall be paid by the party that incurred the expense. Each party shall possess or obtain at its own expense all necessary licenses or permits.
- No Warranty. Adopter acknowledges that the Specifications are provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.
- Not Partners. Adopter understands that the Members are independent companies and are not partners or joint venturers with each other. While the Members may select an entity to handle certain administrative tasks for them, no party is authorized to make any commitment on behalf of all or any of them.
- Limitation of Liability. IN NO EVENT SHALL ANY FOUNDER BE LIABLE TO ADOPTER OR ANY OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- Assignment. Members may assign this Agreement to any third party organization that assumes responsibility from the Members for the initiative related hereto.
- Compliance with Laws. Adopter agrees to comply with all applicable laws, rules and regulations, including without limitation, those relating to the export or re-export of technical data.
- Interpretation. If any provision of this Agreement is invalid, illegal or unenforceable at law, the rest of the provisions remain in effect and the invalid, illegal or unenforceable provision shall be modified to the minimum extent necessary to make such provision valid, legal or enforceable, as the case may be. The headings in this Agreement are for reference only. They will not affect the meaning or interpretation of this Agreement.

Initials:

Date:

- Complete Agreement. This Agreement sets forth the entire understanding of the agreement between the Adopter and the Members and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of both parties.

**Adopter:**

Company: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Membership Period: 2006  2007  2008  2009  2010  Ongoing

**Received and acknowledged on behalf of the Founders:**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please mail the original signed covenant to:

Poe Technology Consortium

11929 NW Old Quarry Road

Portland, OR 97229 USA