

## Terms of Use & License Agreement

*Last Updated:* [June 16, 2012]

Welcome to [www.MTConnect.org](http://www.MTConnect.org) (such site and all contents included therein, including without limitation, the MTConnect Materials made available pursuant to this Agreement and the other content included on the site, the “Site”), which is operated by MTConnect Institute (“MTConnect”) in conjunction with AMT — The Association For Manufacturing Technology (“AMT”). MTConnect is a collaborative effort to develop technical standards and specifications intended to foster greater interoperability between automation/control applications, field systems/devices, and business/office applications in the manufacturing industry (“MTConnect Specifications”), as well as schema, prototype software examples, and related documentation in order to facilitate the implementation of the MTConnect Specifications in compliant applications, drivers, and other services (together with the MTConnect Specifications and any related materials, updates or modifications to any of the foregoing, the “MTConnect Materials”).

The following Terms of Use & License Agreement (“Agreement”) governs your access to and use of the Site. Section 8 of the Agreement specifically addresses your ability to access and/or comment on the MTConnect Materials made available to you pursuant to this Agreement. Notwithstanding anything herein to the contrary, you acknowledge and agree that only registered users have the right to access and/or comment on such MTConnect Materials. **You may not submit, and AMT and MTConnect will not accept, suggestions, feedback, or comments in any form about the MTConnect Materials unless you are a registered user and affirmatively agree to be bound by the terms of this Agreement, and in particular by Section 8, by registering to accept the Agreement.**

**By registering on the MTConnect web site, you are indicating that you accept the terms of this Agreement, or by otherwise using the Site, you agree to be legally bound by this Agreement. If you are or will be using the Site on behalf of another person or entity, the term “you” and “your” as used in this Agreement includes you and any other person or entity on behalf of whom you may use the Site. Please review the entire Agreement carefully.**

### **1. Privacy**

Your use of the Site will be governed by the MTConnect Privacy Policy set forth at <http://www.MTConnect.org>. By registering on the MTConnect Site, you are indicating that you accept the terms of this Agreement, or by otherwise using the Site, you indicate that you understand and consent to the information collection, use, and disclosure practices described in our Privacy Policy.

### **2. Applicable Laws**

You are required to comply with all applicable laws in connection with your access to and use of the Site, and such further limitations as may be set forth in any written or online notice from MTConnect. As a condition of your access to and use of the Site, you warrant that you will not

use the Site for any purpose that is unlawful or prohibited by the Agreement. Use of the Site is for your personal and non-commercial use and AMT and MTConnect do not grant you any express or implied rights to access or use the Site for any other purpose, except as specifically provided in Section 8 below.

### **3. Registration**

To access certain sections of the Site, including the MTConnect Materials described in Section 8 below, you must become a registered user. When registering, you must fill in all mandatory fields with true, accurate, current and complete information about yourself as prompted in the registration form, and maintain and promptly update this information to keep it true, accurate, current and complete. You are responsible for maintaining the confidentiality of the password and username you provide during the registration process, and you are fully responsible for all activities that occur under your password or account. You agree to immediately notify MTConnect of any unauthorized use of your password or username or any other breach of security. MTConnect has the right to suspend or terminate your account and refuse any and all current or future use of the Site if it suspects that such information is untrue, inaccurate, not current or incomplete, or for any other reason.

### **4. Copyrights**

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Site, including without limitation, the MTConnect Materials made available pursuant to this Agreement, and the selection, coordination, and arrangement of such content (collectively, the “Content”), are owned by AMT or its third-party licensors to the full extent provided under the United States Copyright Act and all international copyright laws. Except as specifically provided in Section 8 below or as otherwise indicated by MTConnect in writing, you are authorized to make use of the Content for educational and non-commercial purposes only, provided that you maintain all copyright and other notices posted along with the Content. Any reproduction, copying, or redistribution of the Content for commercial purposes is strictly prohibited without AMT’s prior written consent, except as specifically provided in Section 8 below. Requests for permission to reproduce any Content must be made in writing to:

Paul Warndorf  
7901 Westpark Dr.  
McLean, VA 22102

If you believe in good faith that your copyrighted work has been reproduced on or linked from our site without authorization in a way that constitutes copyright infringement, please provide Paul Warndorf, address provided above, with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Site that is requested to be removed;

(c) your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;

(d) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;

(e) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and

(f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on this Site.

We will remove any content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), and will terminate the privileges of those who repeatedly infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

## **5. Trade and Service Mark Rights**

All rights in the product names, company names, trade names, logos, and designs of all MTConnect or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to AMT or their respective owners and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Site confers on you any license or right under any patent, trademark, or service mark of MTConnect or any third party.

## **6. User Content and Communications**

Other than personal information, which is covered under the MTConnect Privacy Policy, any information you transmit or post to the Site, including without limitation Comments, shall be considered non-confidential and not proprietary to you. AMT does not claim ownership of any information or material you transmit, distribute, post, communicate or store on, to or through the Site, except as expressly provided in Section 8. However, by submitting or posting information on, to, or through the Site, you agree that AMT and MTConnect shall be free in perpetuity to copy, disclose, distribute, incorporate, and otherwise use such information and all data, images, sounds, text and other materials embodied therein for any and all commercial or non-commercial purposes. No compensation will be paid with respect to the use of this information.

You agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Site that:

- (a) is copyrighted, unless you are the copyright owner;
- (b) to your knowledge infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- (c) reveals a trade secret, unless you own it;
- (d) is obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually-explicit, or embarrassing to any other person or entity as determined by MTConnect in its sole discretion;
- (e) is illegal or otherwise objectionable;
- (f) constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or
- (g) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

By using the Site, you understand and agree that MTConnect may at any time, in its sole discretion, monitor, review, remove, use, or disclose any content or communication posted or transmitted by, to, or from you on the Site. You further understand and agree that MTConnect may use or disclose any information related to you (including content or communications posted or transmitted on the Site) for any reason related to the operation of the Site, in order to investigate, prevent, or take action regarding activities that may be prohibited or unlawful, to exercise our legal rights under the Agreement, or otherwise to protect the rights and property of AMT, MTConnect or any third party.

## **7. Prohibited Uses Generally**

Without limiting the foregoing, you agree not to:

- (a) delete or revise any material or other information of any other user, AMT, or MTConnect;
- (b) harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- (c) take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;
- (d) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site;

- (e) use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Site other than the search engine and search agents available from MTConnect on the Site and other than generally available third-party web browsers (e.g., Netscape Navigator and Microsoft Internet Explorer);
- (f) attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or in any way making up a part of the Site;
- (g) solicit Site users to join outside sites or online services or organizations; or
- (h) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to type, or otherwise act in a manner that negatively affects other users' abilities to engage in real time exchanges.

You further agree not to violate or attempt to violate the security of the Site, including, without limitation:

- (i) accessing data not intended for you or logging into a server or account that you are not authorized to access;
- (j) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
- (k) attempting to interfere with service to any user, host, or network.

Violations of system or network security may result in civil or criminal liability. In accordance with this Agreement, MTConnect will investigate and work with law enforcement authorities to prosecute users who are involved in such violations.

## **8. Access to the "MTConnect Materials"**

MTConnect has made certain MTConnect Materials available in draft form for review, comment, and use by registered users of the Site under the terms and conditions set forth in this Agreement. You must be a registered user as described in Section 3 to have access to these MTConnect Materials and to submit comments, such as written suggestions or other feedback ("Comments") about the MTConnect Materials. AMT and the MTConnect will not accept Comments in any form about the MTConnect Materials unless you are a registered user and affirmatively agree to be bound by the terms of this Agreement, including without limitation this Section 8.

(a) MTConnect Materials. You acknowledge and agree that:

- (i) MTConnect has the right to determine, in its sole discretion, the nature and scope of the MTConnect Materials made available to you pursuant to this Agreement. You acknowledge that the license to access and comment on the MTConnect Materials set

forth in this Section 8 does not extend to any MTConnect Materials that are not made available to pursuant to this Agreement.

(ii) As between the parties, AMT and MTConnect retain all of their rights, title, and interest in the MTConnect Materials, except for the limited license rights expressly granted to you in this Agreement. You agree not to use the MTConnect Materials for any purposes (commercial or otherwise) not expressly permitted pursuant to this Agreement.

(b) Evaluation License. Based on your agreement to this Section 8, and the other terms and conditions of this Agreement, and only if you are a registered user, AMT grants to you, during the term of the Agreement, a non-exclusive, non-transferable, revocable, non-sublicensable, fully paid-up copyright license to use MTConnect Materials made available to you pursuant to this Agreement by MTConnect, solely for purposes of testing, evaluation and the submission of Comments (as defined below) to MTConnect, in accordance with the terms of this Agreement. You agree, to the extent copies and redistributions are permitted, that you will only copy or redistribute the MTConnect Materials in the form in which you received them, without modifications, and with all copyright notices and other notices and disclaimers contained in the MTConnect Materials.

(c) Terms and Licenses With Respect to Comments to MTConnect Materials. AMT and MTConnect will accept Comments that you choose to submit pursuant to this Agreement. You agree that, if you chose to provide Comments with respect to any MTConnect Materials, your contribution of such Comments is made subject to the following terms:

(i) You grant AMT and MTConnect a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, license, with the right to sublicense, to use, disclose, copy, reproduce, perform, display, publish, license, modify, create derivative works of, and otherwise distribute and exploit Comments you provide for the purpose of developing and promoting the MTConnect Materials and for any other purpose or goal reasonably related to the MTConnect Materials or MTConnect.

(ii) You agree to grant, upon request, to each implementer of any of the final MTConnect Specifications or other MTConnect Materials that incorporate or are based on your Comments, a non-exclusive, perpetual, worldwide, royalty-free, fully paid-up license under all applicable intellectual property rights, including patents and copyrights, owned or controlled by you, to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of any product or to practice any process that implements and complies with the portions of the final MTConnect Materials that incorporate or are based on your Comments.

(iii) You warrant to the best of your knowledge and belief: (A) that you have rights to provide Comments, and if you are providing Comments on behalf of another person or entity, you warrant that you are authorized to provide Comments and to make the foregoing license grants and commitments on behalf of such person or entity; (B) that you are not aware of any patents or other intellectual property rights, held by a third party, that cover your Comments; (C) that your Comments are not subject to licensing

restrictions or limitations that would require any implementing product to be disclosed or distributed in source code form, or require licensing for the purpose of making derivative works; and (D) that you are authorized to enter into, and you are entering into, this binding Agreement on your behalf as well as on behalf of any other person or entity for whom you may be using the MTConnect Materials or submitting Comments.

(iv) You acknowledge and agree that AMT and MTConnect are not required to incorporate your Comments into any version of the MTConnect Materials, and that your Comments are not confidential and AMT and MTConnect are free to disclose them to any party for any purpose.

(v) You also acknowledge and agree that, pursuant to Section 6 of this Agreement, MTConnect has the right, in its sole discretion, to monitor, review, remove, use, or disclose any Comments posted or transmitted by, to, or from you on the Site.

## **9. Third-Party Content and Links to Third-Party Web Sites**

The Site may contain third-party owned content and links to other websites (“Linked Sites”). AMT and MTConnect do not endorse, sponsor, recommend, or otherwise accept responsibility for any Linked Sites. In addition, Linked Sites are not under the control of AMT or MTConnect, and neither AMT nor MTConnect is responsible for the content or privacy practices of the Linked Sites, including, without limitation, links contained on Linked Sites or any changes or updates to Linked Sites. MTConnect is providing third-party content and Linked Sites to you only as a convenience, and the inclusion of such third-party content and Linked Sites is not an endorsement by AMT or MTConnect in favor of any third party.

## **10. Disclaimer of Warranties**

THE SITE IS PROVIDED “AS IS.” AMT, MTCONNECT, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AFFILIATES, SPONSORS, AND AGENTS (COLLECTIVELY, THE “AMT PARTIES”) MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE SITE, LINKED SITES, OR OTHER CONTENT THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO THE MTCONNECT MATERIALS. THE AMT AND MTCONNECT INSTIUTE PARTIES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AMT AND MTCONNECT PARTIES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (a) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (b) WARRANTIES OF TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, OR AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (c) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITE, (d) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS

OF THE MTCONNECT MATERIALS OR THE OTHER CONTENT MADE AVAILABLE ON THE SITE OR OTHERWISE BY ANY OF THE AMT OR MTCONNECT INTSTITUTE PARTIES, AND (e) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY ANY OF THE AMT AND MTCONNECT PARTIES OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

THE AMT AND MTCONNECT PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, (a) THAT THE MTCONNECT MATERIALS OR OTHER CONTENT PROVIDED THROUGH THE SITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (b) THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (c) THAT DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED; OR (d) THAT THE MTCONNTECT MATERIALS OR OTHER CONTENT ON THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE MTCONNECT MATERIALS AND ANY OTHER CONTENT ON THIS SITE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND THE AMT PARTIES DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES.

#### **11. Limitation of Liability**

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT OR FOR ANY OTHER CAUSE OF ACTION ARISING UNDER THIS AGREEMENT (OR RELATING TO THE MTCONNECT MATERIALS OR OTHER CONTENT INCLUDED IN THE SITE) IS YOUR RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO MTCONNECT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. IN NO EVENT WILL ANY OF THE AMT OR MTCONNECT PARTIES OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, AND EACH OF THEIR RESPECTIVE MEMBERS, SPONSORS, AFFILIATES, OFFICERS, DIRECTORS, AND AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT DAMAGES ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SITE OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF THE REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH USE OF THE SITE, YOU RELEASE THE AMT PARTIES FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE.

These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if AMT and/or MTConnect have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of



incidental or consequential damages, the AMT and MTConnect Parties' liability in such jurisdictions shall be limited to the extent permitted by law.

**12. Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE AMT AND MTCONNECT PARTIES AND THIRD PARTIES WHO CONTRIBUTE TO THE SITE FROM ANY LOSS, DAMAGE, OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM YOUR VIOLATION OF THE AGREEMENT.

**13. Choice of Law and Forum**

The Agreement is subject to the laws of the State of Virginia. The parties agree that any disputes arising out of or relating to this Agreement shall be submitted to the federal courts having jurisdiction of the Eastern District of Virginia, or state courts having jurisdiction in the area in which such federal courts have jurisdiction, and the parties consent to the personal jurisdiction of such courts in respect of such disputes.

**14. Termination**

MTConnect reserves the right, in its sole discretion, to terminate this Agreement and your access to and use of the Site, in whole or in part, including termination of your account and/or your access to the MTConnect Materials and Content, with or without notice. Otherwise applicable sections of the Agreement, including Section 1, Sections 4 through 8 (other than Section 8(b)), Sections 10 through 13, and Sections 15, 16, 17(a) and 17(b) shall survive termination.

**15. No Waiver**

The failure of AMT or MTConnect to enforce any provisions of the Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of the Agreement or to act with respect to similar breaches.

**16. Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AMT or MTConnect as a result of the Agreement or your access to and use of the Site. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Unless otherwise specified herein, the Agreement constitutes the entire agreement between you and AMT and MTConnect and governs your use of the Site. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. AMT and MTConnect shall have the right to assign, delegate, transfer and

sublicense this Agreement, and their rights and obligations hereunder, to one or more other persons or entities.

## **17. Acceptance of Terms**

(a) Electronic Signature. This Agreement is an electronic contract that governs your use of and access to the Site. By registering on the MTConnect web site, you are indicating that you accept these terms, you create an electronic signature that has the same legal force and effect as a handwritten signature.

(b) Electronic Form. When you register on the MTConnect web site, you are indicating your acceptance of the Agreement, you also consent to have the Agreement provided to you in electronic form and agree to receive information about your account electronically. MTConnect reserves the right to send you information about your account by postal mail.

(c) Non-electronic Copy. You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign it. To receive a non-electronic copy of the Agreement, please send an e-mail to [pwarndorf@MTConnect.hyperoffice.org](mailto:pwarndorf@MTConnect.hyperoffice.org) or a letter and self-addressed, stamped envelope to:

Paul Warndorf  
7901 Westpark Dr.  
McLean, VA 22102

(d) Withdrawing Your Consent. You have the right at any time to withdraw your consent to have the Agreement provided to you in electronic form. Should you choose to withdraw your consent to have the Agreement provided to you in electronic form, you will no longer be a registered user of the Site and you will not be able to access password-protected areas of the Site. We will only issue you a new username and password for the Site after we receive a signed copy of a non-electronic version of the Agreement, which we will send to you upon request. To withdraw your consent and/or request a non-electronic copy of the Agreement, please send an email to [pwarndorf@MTConnect.hyperoffice.org](mailto:pwarndorf@MTConnect.hyperoffice.org) or a letter and self-addressed stamped envelope to

Paul Warndorf  
7901 Westpark Dr.  
McLean, VA 22102

Your withdrawal of consent will be effective within a reasonable time after MTConnect receives the notice described above, and it will not affect any action taken in reliance on your consent or the continuing enforceability of the Agreement.

(e) Access and Retention. In order to access and retain the Agreement, you must have access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other

access device. Please print a copy of the Agreement for your records. To retain an electronic copy of the Agreement, you may save it into any word processing program. We will notify you of any changes in the hardware or software requirements needed to access or retain the Agreement that create a material risk that you will not be able to continue to access or retain it.

**If you have any questions about this Agreement or if you don't understand any term or provision in this Agreement, please contact us at [pwarndorf@MTConnect.hyperoffice.org](mailto:pwarndorf@MTConnect.hyperoffice.org) before registering on the site indicating that you accept the terms of this Agreement or otherwise using the Site.**