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Effective: August 14, 2010

Intellectual Property Policy and Agreement

The MTConnect® Institute (“MTConnect”), a subsidiary of AMT – The Association For Manufacturing Technology, is a standards developing organization working to foster greater interoperability between equipment automation/control applications, and field systems/devices in the manufacturing industry. MTConnect produces open technical standards and specifications (as defined below, “MTConnect Specification”), as well as schema, prototype software examples, and related documentation to facilitate implementation of the MTConnect Specification in compliant applications, drivers, and other services.

This Intellectual Property Policy and Agreement (“IP Policy”) states the intellectual property policies for the MTConnect Standards Committee and for all Participants (as defined below) developing, contributing to and using MTConnect Specification. This IP Policy and Agreement is intended to meet the following goals:

- Foster development of open standards and encourage participation in the MTConnect development work;
- Protect MTConnect copyright to maintain stable content and open process;
- Strike an appropriate balance between intellectual property rights and the needs of Implementers;
- Create a framework in which Implementers can develop and sell products based on MTConnect Specifications without incurring IP royalty fees as a result of complying with MTConnect Specifications;
- Confirm that Implementers have no obligation to make their own products based on MTConnect open and/or available for free – MTConnect Specifications set minimum requirements for interoperability, and developers are free to innovate and add proprietary value to MTConnect-compliant products;

- Recognize appropriate limited rights for patent holders to encourage them to participate in developing the standards and make the licensing commitments necessary for success; and
- Promote broad adoption of MTConnect Specifications to create a thriving, competitive marketplace.

The IP Policy shall apply to all Participants in MTConnect. No Participant, or entity or individual may participate in the work of MTConnect without agreeing to the terms and conditions in this IP Policy.

1. Definitions

Affiliate	means any entity (except an Excluded Affiliate) that is directly or indirectly controlled by, under common control with, or that controls another entity, so long as such control exists. As used herein, “control” means direct or indirect ownership of, or the right to exercise, greater than 50% of the voting power, or greater than 50% of the ownership interest representing the right to make the decisions for the entity.
Contribution	means any technical submission, material, comment, idea, or suggestion made at any time, including such submissions made prior to the effective date of this IP Policy, to or for MTConnect and/or the MTConnect Standards Committee, the Technical Steering Committee or any Working Group, for incorporation into or modification of the content of a Specification, draft Specification, or other MTConnect Materials, provided that the submission is either (a) submitted in writing (including in electronic media); or (b) stated orally, and memorialized with specificity in written documentation (such as approved meeting minutes) that attributes the oral Contribution to the contributor(s), provided that the contributing Participant does not object or withdraw such oral submission in writing within forty-five (45) days after the contributing Participant’s receipt of such written documentation.
Excluded Affiliate	means an entity otherwise meeting the definition of Affiliate, but designated for exclusion by a prospective Participant at the time of application and approved as an Excluded Affiliate by the MTConnect Board of Directors.
Excluded Claims	means Necessary Claims that (a) the Participant has timely disclosed with all the information specified in Sections 4.2 and 4.3 and declared to be subject to the patent licensing obligations defined in Section 5.2, and (b) are not covered by any Contribution made or submitted by the Participant. For the avoidance of doubt, any Necessary Claims that

	are covered by any Contribution made or submitted by a Participant may not be declared or designated as Excluded Claims.
Licensee Product(s)	Means only those specific portions of products (software, tools, data formats, hardware, other products or combinations thereof), not the product as a whole, that implement and are compliant with MTConnect Specifications.
MTConnect Materials	means MTConnect Specifications, draft versions of Specifications and works-in-progress, schema, prototype software examples, technical reports, and related documentation or guides, and any materials, updates or modifications related to any of the foregoing.
MTConnect Specification(s)	means a final technical specification document, as adopted per the Technical Work Procedures (as described in Section 2.1), that defines specifications, schemas, standard interfaces, objects, and methods for exchange of dynamic or measurement data, configuration data, and data representation among machines, software applications and controllers. Specifications shall include or incorporate software code only as reference implementations, optional examples, or other code that will be used for illustrative purposes only and will not be a required portion of the Specification.
Implementer	means any party that adopts or implements an MTConnect Specification in a product, whether hardware or software.
Necessary Claims	<p>means those claims of all patents and patent applications that an entity owns or controls that would necessarily be infringed by implementation of an MTConnect Specification. A claim is “necessarily infringed” when there is no reasonable non-infringing alternative for implementing the required portions of the Specification. Notwithstanding the foregoing, Necessary Claims do not include the following:</p> <ul style="list-style-type: none"> (a) claims other than those set forth above even if contained in the same patent or patent application as Necessary Claims; (b) claims that are necessarily infringed only by portions of a product or implementation that are not required for compliance with the Specification; (c) claims covering any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Specification, but are not themselves expressly set forth in a Specification; (d) claims covering reference implementations or other implementation examples (i.e., examples that may be included in the text of a Specification and which illustrate how the Specification could be properly implemented); or

	(e) claims covering the implementation of other published specifications not developed by or for MTConnect, but referred to in the body of a Specification.
Participant	means an entity, company, organization or individual that (a) formally joins MTConnect as a participant; (b) makes a Contribution; (c) participates in the technical work of, or observes and assists the work of the MTConnect Standards Committee, Technical Steering Committee, a Working Group, or any other committee or group created to make Contributions and otherwise assist in technical work to develop MTConnect Materials; or (d) attends one (1) or more meeting(s)/teleconference(s) of MTConnect (in person or by telephone) within a one-year period.
Review Period	means the 90-day period for technical and intellectual property review of a proposed Specification, prior to approval by the Standards Committee, as further defined in Section 4.1.

2. Development Process and Contributions

2.1. Technical Work Procedures. The specific procedures for technical development work and approval of MTConnect Specifications and MTConnect Materials are available upon request.

2.2. Contributions.

(a) Participants. Participants may make Contributions to the Standards Committee, the Technical Steering Committee, and Working Groups, subject to the terms and conditions of this IP Policy and the Technical Work Procedures. AMT, the MTConnect, the Standards Committee, and the Technical Steering Committee shall have no obligation to include any Contribution in any MTConnect Specification or other MTConnect Materials.

(b) Contribution Limits. No Participant or any other contributing party shall knowingly make a Contribution that (a) infringes intellectual property rights that it does not have the right to license as required by this IP Policy (including intellectual property rights of an Excluded Affiliate), or that violates the copyright or trade secret rights of any unaffiliated party or Excluded Affiliate, or (b) that would require any implementing product to be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or distributed at no charge.

2.3. Contributions Not Confidential. All Contributions and other information disclosed by any Participant or any other contributing party shall be considered non-confidential. Neither the MTConnect, the MTConnect Standards Committee nor any Participant shall have any obligation to treat such information as confidential, except as provided in Section 2.4 below, and shall be free to disclose such Contributions to each other and any third parties.

- 2.4. Confidential Treatment of Works-in-Progress. Draft Specifications or other work-in-progress MTConnect Materials shall be treated as confidential and disclosed only to other Participants, AMT and MTConnect staff or personnel working on behalf of MTConnect, until the MT Connect Materials are published or approved for disclosure or release to the public.
- 2.5. Public Comment and Feedback. As described in the Technical Work Procedures, versions or portions of draft Specifications may be released for review and comment by the general public. MTConnect, AMT, the MTConnect Standards Committee, the Technical Steering Committee, and Working Groups shall not accept or consider public comments, submissions or feedback of any kind unless (i) the public comment is submitted in writing (including electronic writing), and (ii) the proposing party has agreed in writing to be bound by all of the obligations of Participants in this IP Policy.
- 2.6. Participants and Excluded Affiliates. At the time a prospective Participant submits an application to join MTConnect, it may identify one or more entities, which would otherwise be an Affiliate of that Participant that it wishes to have designated an Excluded Affiliate. The MTConnect Board of Directors shall determine, on a case-by-case basis, whether designation of the identified entity or entities as an Excluded Affiliate is consistent with and will further the goals and purposes of MTConnect as stated in the Preamble to this IP Policy. A designated entity shall be an Excluded Affiliate upon written approval of the MTConnect Board of Directors; provided that, if at any time the Excluded Affiliate asserts, in court or otherwise, that any implementation of the MTConnect Specification by any Implementer or Participant infringes any Necessary Claims that it owns or controls as a basis to block or obtain royalty payments with respect to that implementation, the Participant that designated that Excluded Affiliate shall automatically lose all license rights, past or future, under Section 5.1 to implement the MTConnect Specification in a product, and its rights to continue as a Participant shall be terminated.

3. Ownership and Copyright

- 3.1. Ownership and Copyright in Specifications and MTConnect Materials. AMT shall own the copyright in Specifications and other MTConnect Materials developed by the MTConnect, the MTConnect Standards Committee, the Technical Steering Committee, any Working Group, or personnel working on behalf of MTConnect, subject only to the underlying rights in Contributions as described in Section 3.2 below. AMT may in the future contribute the MTConnect Specifications and other MTConnect Materials to the MTConnect or another appropriate standards organization that will take over administration and further development, and for that purpose AMT may transfer, assign, contribute or license its copyright, in whole or in part, to that organization.
- 3.2. Contribution Ownership and License. Each Participant shall own the copyright in Contributions it makes, and copyright in Contributions developed jointly by more than one Participant shall be owned jointly by the contributing parties, without any obligation of accounting to each other or to other Participants. Subject to Section 5.2, Participants hereby grant to AMT a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, copyright license, with the right to sublicense (through multiple tiers of sublicensees), to use, disclose, copy, reproduce, perform, display, publish, license, modify, create derivative works of, distribute, digitally transmit and otherwise exploit the Contribution

for purposes of developing, distributing, promoting and commercializing the Specifications and MTConnect Materials, including drafts and works-in-progress, and any other purpose reasonably related to the MTConnect Materials or MTConnect. The right to sublicense shall include any rights necessary to enable AMT, at its discretion, to transfer, assign, contribute or license its copyright in MTConnect Materials, to another organization that will take over administration and development of the MTConnect Specification and other MTConnect Materials.

4. IP Review and Disclosure

- 4.1. Intellectual Property Review Period. To assure that the Technical Steering Committee, the Standards Committee and all Participants have adequate opportunity to review proposed Specifications for technical merit and for intellectual property matters, any draft Specification will be presented to the Standards Committee a minimum of 90 days (“Review Period”) before the Standards Committee takes final action, by majority vote, to approve it for publication as a final MTConnect Specification. Written notice of a Review Period to the Standards Committee and to each Participant shall (a) include a copy of, or links or other directions to access, a complete draft of the Specification considered for adoption; (b) state the dates on which the Review Period begins and ends; and (c) specifically refer to this IP Policy and the review and disclosure obligations of this Section.
- 4.2. Review and Disclosure Obligations. Before the end of the Review Period, each Participant shall disclose any claims of patents or patent applications that it or its Affiliates own or control, and any claims of patents or patent applications of its Excluded Affiliates, all such patents or patent applications having a filing date prior to the start of the Review Period, that are personally known to the individuals acting on behalf of Participant in MTConnect work and that, in the judgment of Participant, would likely be Necessary Claims if the draft were to become a final MTConnect Specification. No Participant or individual representative shall be required to conduct a patent search for that purpose, however. Participants and their representatives shall act in good faith to meet the disclosure obligations of the IP Policy, and no Participant shall intentionally isolate its representatives from potentially relevant patent information to avoid disclosure under this IP Policy.
- 4.3. Excluded Claims. If a Participant is not willing to license to all Implementers of the Specification under the compensation-free and otherwise reasonable and non-discriminatory commitment of Section 5.1, then Participant shall during the Review Period, submit a written licensing declaration for any Excluded Claims indicating whether the Participant will commit to license such Excluded Claims at least on reasonable and non-discriminatory (“RAND”) terms and conditions in accordance with Section 5.2. Participant must submit such a declaration, before the end of the designated Review Period; any Necessary Claims not timely disclosed shall be subject to the default royalty-free licensing obligations of Section 5.1. A Participant may not designate as an Excluded Claim, a claim that is infringed only by reason of the Participant’s own Contribution(s). If a Participant declares its intent under this Section 4.3 to license the Excluded Claim on a RAND basis in accordance with Section 5.2, it will have an obligation to comply with the terms of Section 5.2.

The Participant's disclosure statement to MTConnect must specifically identify the patent or published patent application containing the Excluded Claim(s) and the portions of the proposed Specification that Participant believes would infringe the Excluded Claim(s). In the case of unpublished pending patent applications, the Participant must only identify with reasonable particularity the sections or portions of the specification that the Participant believes would be infringing if implemented, and is not required to disclose confidential information concerning its patent application. Participant agrees to provide to MTConnect, in a supplemental disclosure statement, the published pending application within thirty (30) days after a patent office publishes the application. The disclosure statement may, if the Participant chooses, state the principal license terms, including royalty terms, that the Participant expects to offer pursuant Section 5.2.

The Standards Committee may at its discretion take any action that it deems necessary or desirable to amend or revise the proposed Specification to avoid the infringement of Excluded Claims disclosed during the Review Period or at any other time, but it is not required to do so. If such action is taken, the revised Specification shall be released for a new Review Period in accordance with this Section 4 before final approval by the Standards Committee.

5. Minimum Patent Licenses

- 5.1. Default Patent Licensing Obligation. Effective upon adoption and publication, following approval by the Standards Committee of a final Specification, and subject to Section 5.2 and Section 7 (withdrawal and survival), each Participant, on behalf of itself and its Affiliates, hereby grants to each and every Participant (but not to any Excluded Affiliates) and any Implementer, a nonexclusive, irrevocable, worldwide license to its Necessary Claims (for the duration of the patent which contains the specific Necessary Claim), royalty-free, fully paid-up right and license solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of the Participant's Licensee Products that implement the MTConnect Specification; provided, however, that such commitment to license shall not apply to any Necessary Claims for which the Participant does not have the right to license without obligation of payment of royalties or other material consideration by such Participant to an unaffiliated third party. The commitment to license arising under this Section 5.1 shall be effective as of the date the party was first deemed to be a Participant.
- 5.2. RAND Licenses. If, during the applicable Review Period, a Participant provides a written declaration of its intent to sublicense the Excluded Claims timely disclosed as required by Section 4.3, Participant, on behalf of itself and its Affiliates, hereby grants a license of the same scope as set forth in 5.1 above and likewise on RAND terms, with the possibility of royalty payments not to exceed the maximum amount stated in the disclosure statement made during the Review Period pursuant to Section 4.3.
- 5.3. Reciprocity. There is no license grant or license rights under this IP Policy to or for the use of any Participant, any Implementer, or any other party, including to any Excluded Affiliate of another Participant, if that party does not make available a reciprocal patent license to its own Necessary Claims of the same purpose and scope, by means of an Implementer License Agreement, this IP Policy or otherwise, to all Participants and to all other Implementers. As further clarification, and for avoidance of doubt, if at any time an Excluded

Affiliate asserts, in court or otherwise, that any implementation of the MTConnect Specification by any Implementer or Participant infringes any Necessary Claims that it owns or controls as a basis to block or obtain royalty payments with respect to that implementation, all license rights, past or future, previously granted hereunder the Participant that designated such Excluded Affiliate shall automatically terminate and be null and void.

- 5.4. Transfer. Any transfer or assignment by a Participant or other party subject to this IP Policy, or its Affiliates, to a third party of a patent having Necessary Claims shall be made subject to the licensing obligations herein.
- 5.5. No other license. No Participant or other party shall be required to grant, or entitled to receive, any patent license or right or license, by implication, estoppel or otherwise, except as expressly provided by this IP Policy. Participants retain the independent right to grant or withhold other non-exclusive licenses of patents containing Necessary Claims to any party on such terms as Participant may determine.

6. Trademark

- 6.1. Trademark. AMT may adopt and shall own MTConnect trademarks, and each may take steps to protect its rights in such trademarks. Participants and Implementers shall have no right to use AMT or MTConnect trademarks except under license or under other conditions as AMT may establish.
- 6.2. Use of Name and Trademarks. No Participant, Implementer or any other party may identify, advertise, market or promote any product or service as being approved by, endorsed by, sanctioned by, sponsored by or associated with MTConnect or AMT except in accordance with policies and procedures which MTConnect and/or AMT may each establish, including, but not limited to, policies and procedures that require passing Compliance Tests as a condition of so identifying any product or service.

7. Withdrawal and Survival

- 7.1. Termination. The Standards Committee may terminate a Participant's rights to continue as a Participant for the reasons and under the procedures specified in the Technical Work Procedures.
- 7.2. Withdrawal and disclosure. At any time, a Participant may withdraw from the MTConnect and future participation in MTConnect development by providing written notice, including writing in electronic form, to the Standards Committee or Secretariat. Such withdrawal shall become effective upon delivery of the notice. The withdrawal notice shall provide the Standards Committee a disclosure statement of the scope defined in Section 4 above identifying any of the Participant's patents or patent applications that are personally known to the Participant's representative and that, in the judgment of the Participant, contain Necessary Claims with respect to any draft Specification then under development or consideration. Nothing in this Section or this IP Policy shall impose any duty or obligation for any Participant or Participant representative to conduct any patent search, however.

- 7.3. Survival of licensing obligations. Notwithstanding the Participant's withdrawal or termination, the Participant's patent licensing obligations under Sections 5.1 and 5.2 Participant shall survive termination or withdrawal with respect to:
- (a) any MTConnect Specification adopted and approved for publication by the Standards Committee, prior to the Participant's termination or withdrawal (and including technical revisions or updates thereto);
 - (b) any MTConnect Specification, whenever adopted or published, to the extent that it includes or incorporates an MTConnect Specification, or portion thereof, published prior to the Participant's withdrawal or termination;
 - (c) any portions of any MTConnect Specification, whenever adopted or published, that incorporate or are based on the withdrawing or terminated Participant's own Contribution(s); and
 - (d) a withdrawing (but not terminated) Participant, any MTConnect Specification that had been released in substantially similar form for a Review Period as specified in Section 4.1 prior the Participant's withdrawal.

8. Limitations and Disclaimers

- 8.1. No Obligation. AMT and MTConnect have no responsibility to identify Necessary Claims which may relate to a Specification, or to determine the legal validity or scope of Necessary Claims brought to their attention. Each Implementer is responsible for securing its own licenses or rights to any patent or other intellectual property rights that may be necessary for such use, and neither AMT nor MTConnect have any obligation to secure any such rights.
- 8.2. No Indemnification. AMT and MTConnect do not provide and do not owe any duty of indemnification with respect to any use of Contributions, MTConnect Materials or Specifications, including drafts or works-in-progress, nor does any Participant owe any such duty to MTConnect, AMT or to other Participants by reason of this Policy.
- 8.3. Representations and Warranties. Each Participant shall be deemed to represent, warrant and covenant, at the time of a Contribution by such Participant (or by its Affiliate), that to the best of its knowledge and ability: (a) it holds or has the right to grant all relevant licenses to any of its Contributions in all jurisdictions or territories in which it holds relevant intellectual property rights; (b) there are no limits to the Participant's ability to make the grants, acknowledgements and agreements herein; and (c) the Contribution does not subject any Contribution, Specification or implementations thereof, in whole or in part, to licensing obligations with additional restrictions or requirements inconsistent with those set forth in this IP Policy, or that would require any such Contribution, Specification or implementation, in whole or in part, to be either: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) distributed at no charge, except as set forth in Section 5.1. If a Participant has knowledge that a Contribution made by any Participant or any other party may subject any Contribution, Specification or implementation, in whole or in part, to one or more of the licensing obligations listed in this Section 8.3, such Participant shall give prompt notice to AMT and MTConnect.

- 8.4. DISCLAIMER OF WARRANTY. EXCEPT AS PROVIDED HEREIN, ALL CONTRIBUTIONS, MTCONNECT MATERIALS AND SPECIFICATIONS, INCLUDING DRAFTS AND WORKS-IN-PROGRESS, AND ALL OTHER MATERIALS PROVIDED BY AMT, MTCONNECT OR ANY PARTICIPANT TO ANY PARTY ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND. MTCONNECT, AND ITS OFFICERS, DIRECTORS, AFFILIATES, SPONSORS, AND AGENTS (COLLECTIVELY, THE “MTCONNECT PARTIES”); AMT AND ITS RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AFFILIATES, SPONSORS, AND AGENTS (COLLECTIVELY, THE “AMT PARTIES”); AND/OR PARTICIPANTS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THESE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 8.5. LIMITATION OF LIABILITY. IN NO EVENT SHALL AMT, MTCONNECT OR ANY AMT OR MTCONNECT PARTY, OR AMT OR ANY AMT PARTY, OR ANY PARTICIPANT BE LIABLE TO ANY PARTICIPANT OR THIRD PARTY OR TO THE MTCONNECT PARTIES OR THE AMT PARTIES FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR OTHER DIRECT DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF MTCONNECT PARTICIPATION OR ACCESS, USE OR INABILITY TO USE MTCONNECT MATERIALS, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

9. Amendment of IP Policy. This IP Policy may be amended from time to time by approval of AMT and the MTConnect Institute Board of Directors. Any such amendment shall not become effective until 45 days after notice of the amendment is given in writing to Participants and other parties subject to the IP Policy, and such amendment shall not apply to, and will have no effect upon, any Participant or other such party that gives timely notice in writing to the MTConnect of its withdrawal and disclosure, pursuant to Section 7.2, before the amendment becomes effective at the end of this 45-day period.

10. General.

- 10.1. Notice. All notices required or permitted under this IP Policy and Agreement to Participant or MTConnect and/or AMT, shall be sent by either certified mail with return receipt requested, overnight delivery by commercial or other service which can verify delivery, fax to the number indicated herein, or by email to the address indicated in the MTConnect Institute Application Form (found at www.mtconnect.org/join), a meeting registration, or wherever the Participant agreed to this IP Policy and Agreement.
- 10.2. Governing Law; Venue. This IP Policy and Agreement will be construed in accordance with and governed in all respects by the laws of the State of Virginia without regard to any conflicts of law principles that would result in application of laws of any other jurisdiction. Any legal action or other legal proceeding relating to this IP Policy and Agreement or the enforcement of any provision of this IP Policy and Agreement must be brought or otherwise commenced in any federal court located in the Eastern District of Virginia, or state courts having jurisdiction in the area in which such federal courts have jurisdiction.

- 10.3. Assignment. Participants may not assign or transfer any of its rights under this IP Policy and Agreement or delegate any of its obligations or duties under this IP Policy and Agreement (by operation of law or otherwise) without AMT and MTConnect's prior written consent. Any attempted assignment, transfer or delegation without such consent will be null and void. This IP Policy and Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 10.4. Waiver. All waivers must be in writing and signed by an authorized representative of the Party to be charged. Any waiver or failure to enforce any provision of this IP Policy and Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 10.5. Severability. If any provision of this IP Policy and Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 10.6. Entire Agreement; Amendments. This IP Policy and Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, communications, and understandings between the Parties (whether written or oral) relating to the subject matter hereof. This IP Policy and Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument that specifically refers to this IP Policy and Agreement and the parties' intention to modify it and that is duly executed and delivered on behalf of both parties.

11. Authorization

This document has been authorized by:

Name: MTConnect Board of Directors

Date: July 1, 2018