



OPC Foundation Logo Member Product Information Form And OPC UA Logo License Agreement

Thank you for joining the OPC Foundation as a Logo Member. This is the final step to complete your application. To become a logo member and more importantly, to use the logo on a product, you are required to provide the OPC Foundation with details of your product(s) on which you plan to use the UA Logo or the product(s) that you wish to certify. Please complete the information and send the completed form to logomember@opcfoundation.org. Once we receive this form we will review and finalize your membership and you will be notified by email. **Please note that each product which will advertise the OPC UA logo will require completion of this form.** Please fill in as much information about the product as you can – all sections up to and including 1.3.2 below and the OPC UA Logo License Agreement are mandatory fields. And please don't forget to sign this form at the end!

Product Information - Overview

Company Name: _____

Product Name: _____

URL: _____

Technical Contact:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Marketing Contact:

Name: _____

Title: _____

Telephone: _____

Email Address: _____



1.0 Product Information - Details

1.1 Product Type

- Client
- Server
- Publisher
- Subscriber

1.2 Product Quality

- Certified: Number / When (dd/mm/yyyy)_____
- Self-tested
- Interoperability Tested / When (dd/mm/yyyy)_____
- Not Tested

1.3 Product Category

1.3.1 Product Market

- Building
- Automation
- Transportation
- Energy
- IOT
- Cloud
- Other _____



1.3.2 Product Purpose

- Cloud
- Middleware
- MES
- Historian
- HMI
- PLC
- Sensor
- Gateways
- Field device
- Other _____

1.3.3 Development Tools

- Toolkit, binary/source
 - Ansi C
 - C++
 - .NET
 - Java
 - Javascript
 - Python
 - Other _____

- Modeling Tool
- Test Tool
- Configuration Tool

1.3.4 Training & Services

- Training
- Consulting
- Development



1.4 Product Capabilities

1.4.1 Infrastructure

1.4.1.1 Discovery

- GDS push
- GDS pull
- LDS registration
- Offline registration
- ZeroConf
- DHCP announce

1.4.1.2 Transport

- UA_TCP
- UA_Hybrid
- UA_Webservice
- UA_UDP
- UA_AMQP
- UA_MQTT
- Others _____

1.4.2 Information Access (Data Model and Services)

- Event Data
- Event Areas
- Methods
- Structured Data
- Durable Subscriptions
- Views



1.4.3 UA Base Models

- Data Access
- Alarms and Conditions
- Historical Data Access
- Historical Event Access
- Programs
- Pub/Sub

1.5 Product Security and robustness

1.5.1 Transport Security

- none
- Basic128
- Basic256
- Basic256SHA256
- Selfsigned
- Chained CAs

1.5.2 Application Security

- Application Authentication
- UserToken-X509
- UserToken-Kerberos
- User Impersonation
- User Authorization

1.5.3 Product Robustness

- Buffering
- Client AuditLog
- Audit Events
- Diagnostic Data
- Redundancy Support



1.6 Industry Standard Model Support

Find details here: <https://opcfoundation.org/markets-collaboration/>

- ADI (Analyzer Device Integration)
- Auto-ID
- Automation ML
- BACnet BIG EU: OPC UA Information model for BACnet
- CiA (CAN in Automation)
- CLPA (CC Link Partner Association)
- DI (Device Integration)
- Energistics ProdML (Production Markup Language)
- Energistics WITSML
- EtherCAT
- EuropMAP77 (VDMA): OPC UA for Injection Moulding machines
- FDI (Field Device Integration)
- FDT (Field Device Tool)
- GSMG Mining
- HKI (Manufacturers of commercial kitchen equipment)
- IDS (Industrial Data Space)
- IEC 61850
- IEEE P2413
- IREDES (International Rock Excavation Data Exchange Standard)
- IO-Link
- ISA95
- ISA100
- MDIS
- MIMOSA
- MTConnect
- OMAC PackML
- OpenFog
- OpenO&M
- Open-SCS
- PLCopen: Mapping IEC61131-3 to OPC UA Server
- PLCopen: OPC UA Client for PLCopen
- Powerlink
- PROFINET



- Robotic (VDMA): OPC UA for Robotic
- Sercos
- VDW: OPC UA Information model for CNC-Machines
- Other: _____

1.7 Optional

- Execution Environment
- Embedded Device
- Linux
- Windows
- Android
- iOS
- Microsoft Azure
- Amazon Cloud
- Google Cloud
- Siemens MindSphere
- SAP HANA
- Other



OPC UA LOGO LICENSE AGREEMENT

This License Agreement for usage of the OPC UA logo (the “**Agreement**”) is effective as of (date dd/mm/yyyy) _____ (the “**Effective Date**”), by and between OPC Foundation, an Arizona non-profit corporation (“**OPC Foundation**”) with offices at 16101 N. 82nd Street, Scottsdale, AZ 85260 and _____ (“**Licensee**”) with address at _____. The OPC Foundation and Licensee (each a “**Party**”, and collectively the “**Parties**”) agree as follows:

1. Scope

OPC Foundation is willing to disclose to Licensee and allow Licensee to use their Registered OPC UA Logo subject to and in accordance with the terms of this Agreement. The Parties acknowledge and agree that the OPC UA Logo constitutes some of OPC Foundation’s valuable intellectual property including its registered trademark. **It should be noted that using this logo requires Licensee to submit an OPC Logo Member Product Application form for each product with which the logo will be used.**

2. License Grant

A. Subject to the terms of this Agreement, including but not limited to the restrictions set forth in **Section 2(B)** below, OPC Foundation grants to Licensee a nonexclusive, nontransferable, non-sub-licensable, personal license (“**License**”) during the Term of this agreement, to use the OPC UA Logo solely for its professional purposes (i.e., without the right to redistribute any or all of the OPC UA Logo) for the following purpose: To display the OPC UA Logo on Licensee’s product, individual product packaging, materials, containers, advertisements, promotional materials, for use on or in connection with Licensee’s approved products, identified as:

_____. OPC Foundation reserves the right to review all design work and allow use of the OPC UA Logo only after written approval by OPC Foundation.

B. LICENSEE will:

1. Use the OPC UA Logo only in accordance with this License and not for any other purpose without the prior written consent of the OPC Foundation;
2. Not permit any other entity (including any parent, subsidiaries, affiliated entities, or third parties) to access, review, or use the OPC UA Logo;
3. Not remove, modify, or tamper with any of the confidential and proprietary markings that OPC Foundation places on the OPC UA Logo and the OPC UA Logo must contain the ® mark designating registration with the United States Patent and Trade Mark Office;



4. Not include, incorporate, or distribute the OPC UA Logo to any third party, including but not limited to, redistribution as part of a product or service developed by LICENSEE in accordance with the License; and

5. Should LICENSEE be merged, acquired, or purchased by any other entity, this License expires immediately.

C. **Proprietary Rights.** This License is a limited license, and OPC Foundation retains all rights, title, and interest in and to the OPC UA Logo, including but not limited to, any modifications or enhancements thereto or derivatives thereof, and the exclusive right to file for patents, copyrights, and trademarks thereon.

3. Commercial Terms

A. **Fees.** No license fees or royalties are due to be paid. The Parties agree that increased exposure of OPC UA branding in association with Licensees products is of valuable and sufficient consideration.

B. **Delivery.** OPC Foundation will deliver the OPC UA Logo in the form and format determined by OPC Foundation at a time mutually agreeable by the Parties.

4. Warranty; Warranty Disclaimer

A. **Warranties.** Each Party warrants that (1) it is a legal entity duly organized, validly existing, and in good standing under the laws of the state in which it is organized; (2) it has the full right and authority to enter into this Agreement and to perform the acts required of it hereunder; and (3) the performance of its obligations under this Agreement will not violate applicable law or any agreement to which it is a party or by which it is bound.

B. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS **SECTION 4**, EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Indemnification

Mutual Indemnity: Each Party (the “**Indemnifying Party**”) will defend and indemnify the other Party (the “**Indemnified Party**”) against any claim or action brought by a third party, to the extent such claim or action is based on any allegation which, if proven, would constitute a breach of the warranties contained in **Section 4(A)**.

6. Limitation of Liability

To the extent permitted by law, and except for a breach of LICENSEE’s obligations under **Section 2** (License Grant), or **Section 3** (Commercial Terms), or either Party’s indemnification obligation owed under **Section 5** (Indemnification), neither Party will have any liability under this Agreement for (1) consequential, incidental, exemplary, special, or punitive damages even if advised of the possibility of such (including, but not limited to, loss of business, profits, business



information, or business interruption or any other pecuniary loss); or (2) for direct damages, actually proven, exceeding the amounts paid by LICENSEE for the Word Mark that is the subject of the claim. This limitation will be enforced even if it causes a remedy to fail of its essential purpose.

7. Term and Termination

A. Term. This Agreement will commence on the Effective Date and will continue for a period of twelve (12) months, renewable in twelve (12) month increments upon written agreement of the Parties.

B. Termination.

1. LICENSEE may terminate this Agreement upon 30 days written notice to OPC Foundation and returning to OPC Foundation or destroying all copies of the OPC UA Logo in its possession or subject to its control.

2. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party materially breaches the Agreement and fails to cure the breach within such 30-day period, or the other Party files a petition seeking bankruptcy protection, has an involuntary bankruptcy petition filed against it, has a receiver appointed or otherwise declares its inability to maintain its business or pay its debts as they become due.

C. Rights Upon Termination.

Upon termination of this Agreement, each Party will cease the use of and return or destroy all property of the other Party in its possession, within thirty (30) days of termination of Agreement. LICENSEE shall certify in writing compliance with this section, 7 C, at the end of the thirty (30) day period.

8. Assignment

LICENSEE may not assign this Agreement or License to anyone, including any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, reorganization, or operation of law, without OPC Foundation's prior written consent.

9. Governing Law

This Agreement and performance hereunder will be governed by the laws of the State of Arizona. Sole venue and jurisdiction for any proceedings under this Agreement will be in the state and federal courts located in Maricopa County, Arizona.



10. Force Majeure

Except for an obligation to pay fees, neither Party will be liable for failure to perform any of its obligations under this Agreement during any period in which such Party cannot perform due to matters beyond its control, including, but not limited to, strike, fire, flood, or other natural disaster, war embargo, or riot, provided that the party so delayed immediately notifies the other party of such delay.

11. Notices

All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given: (i) upon personal delivery to the Party to be notified, (ii) when sent by confirmed email or fax if sent during normal business hours of the recipient, but if not sent during normal business hours, then on the recipient's next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Compliance Signature

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Submission of Application - After you have completed this application, please email to: logomember@opcfoundation.org