

Authorized Channel Partner Model Addendum

This Authorized Channel Partner Model Addendum (“**Authorized Channel Partner Addendum**”) is part of the Partner Program Agreement and describes the additional terms and conditions of Partner’s appointment as an Authorized Channel Partner. Capitalized terms have the meaning defined in the last Section of this document or elsewhere in the Agreement.

1. RELATIONSHIP OF THE PARTIES

Siemens has authorized Distributor to promote and distribute Authorized Offerings in the Territory. Partner has been authorized by such Distributor to assist with sales of Authorized Offerings in the Territory. Partner acknowledges and agrees that (i) Distributor is solely responsible to select and enter into an agreement with Partner in connection with the distribution of Offerings; (ii) Siemens is not a party to the agreement between Partner and Distributor; (iii) Siemens has no responsibility or obligation to compensate Partner in connection with sales of Offerings; (iv) Partner has no sublicense rights to Offerings; (v) Partner will not receive funding or compensation of any kind from Siemens, including any Siemens funding or compensation programs that may be available to Distributor; and (vi) Siemens has no liability to Partner with respect to the distribution of Offerings.

2. PARTNER PORTAL

Siemens will provide Partner access to the Partner Portal, Partner Policies and other information to allow Partner to fulfill its role as an Authorized Channel Partner. In its reasonable discretion, Siemens may expand, withdraw, change or discontinue Partner’s access to systems and information provided in the Partner Portal at any time.

3. DEMONSTRATION OFFERINGS

Partner may obtain demonstration Offerings directly from Distributor (subject to Partner’s agreement with Distributor). Partner may use such Demonstration Offerings solely to (i) demonstrate Authorized Offerings to prospective Customers, (ii) provide pre-sales support for a Customer transaction, and (iii) provide training in the use of Offerings to Partner personnel. No other use of Demonstration Offerings is permitted. Before receiving or using Demonstration Offerings, Partner must agree to any additional terms and conditions specified by Distributor, which may include acceptance of a Siemens demonstration license agreement by means of Siemens’ online Electronic Agreement System, or any replacement system specified by Siemens.

4. ORDERS

Siemens will accept purchase orders from Distributor only. Under its agreement with Siemens, Distributor has been granted rights to sublicense and distribute Authorized Offerings, subject to ensuring that each Customer enters into a Customer Contract before receiving access to any Authorized Offerings. Partner agrees to collaborate with Distributor to comply with this Customer Contract requirement.

5. TERM AND TERMINATION

5.1
Term This Authorized Channel Partner Addendum will continue in full force and effect for an initial period of one year from the date of its acceptance by both parties. Thereafter, this Authorized Channel Partner Addendum will renew automatically for successive one-year terms unless terminated in accordance with this Agreement.

5.2 **Termination** This Authorized Channel Partner Addendum will terminate with immediate effect if (i) the agreement between Siemens and Distributor is terminated for any reason, or (ii) Distributor terminates its relationship with Partner in connection with Offerings.

6. DEFINITIONS

6.1 **“Authorized Channel Partner”** An entity that has entered into an independent agreement with a Distributor to assist such Distributor with sales of Authorized Offerings within the Territory

Or
“Tier 2 Partner”

6.2 **“Authorized Offerings”** Offerings Distributor is specifically authorized to distribute under its agreement with Siemens.

6.3 **“Distributor”** A Siemens ‘Tier 1’ channel sales partner that has been authorized by Siemens or a Siemens Affiliate to promote and distribute Authorized Offerings within a defined Territory and that has authorized Partner to assist with these activities.

6.4 **“Territory”** The geographical area (that may be further restricted to certain markets) in which Distributor is authorized to represent and distribute Authorized Offerings.