

## Model Addendum - Services Collaboration Partner

This Services Collaboration Partner Model Addendum (“**Services Addendum**”) is part of the Partner Program Agreement and sets out additional terms and conditions in connection with the establishment of a strategic partnership between Siemens and Partner. Capitalized terms have the meaning defined in the last Section of this document or elsewhere in the Agreement.

### 1. THE STRATEGIC PARTNERSHIP

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- 1.1  
**Purpose**
- Siemens and Partner agree to establish the Strategic Partnership for their mutual benefit to capture a greater share of the rapidly growing market for information technology services and products. The parties will collaborate to pursue new revenue opportunities and routes to market. The parties or their Affiliates may enter into separate Services Agreements to fulfill Client delivery requirements contemplated by the Strategic Partnership.
- 1.2  
**Strategic Partnership Manager**
- Both parties will appoint a designated individual to drive the strategic direction of the Strategic Partnership and manage the Business Plan (“**Strategic Partnership Manager**”). The Strategic Partnership Manager will interact and coordinate the work of global, regional and local resources, as well as actively support the field organizations in pursuits, sales and delivery activities. Either party may change its Strategic Partnership Manager by giving notice to the other.
- 1.3  
**Go-To Market Offerings & Marketing**
- Siemens and Partner may cooperate in the development, delivery, and marketing of Go-to-Market Offerings in promotion of the Strategic Partnership. These activities may include but are not limited to press releases, advertising, logo use, brand identity activities, white papers, Client references, Client seminars, industry conferences, and thought leadership initiatives. The parties will participate in each other’s internally sponsored regional and industry-specific events relevant to the Strategic Partnership, subject to terms and conditions as mutually agreed upon by the parties. All press releases and public announcements related to the Strategic Partnership or the subject matter of this Services Addendum require the prior written consent of both parties, which will not be unreasonably withheld.
- 1.4  
**Sales Engagement**
- The parties will *(i)* provide resources for lead generation, sales pursuits, and new business implementations; and *(ii)* establish a focused business development program to enhance joint performance of the sales personnel.
- 1.5  
**Training**
- Partner will make its sales force and other relevant employees available on a reasonable basis to receive training on, and familiarization with, the Go-to-Market Offerings and Siemens technology. Siemens may provide Partner access to online training materials solely to train its personnel. Partner shall have no right to use, copy, develop, change, prepare derivative works of, or sublicense such training materials except as expressly provided in this Agreement. No other use of training materials is permitted. The parties may develop and incorporate training requirements into the Business Plan, if applicable.
- 1.6  
**Joint Projects & Prime Contracts**
- For certain Accounts, Partner and Siemens may agree to “team” and cooperatively approach a specific opportunity. This may include joint performance during business development and planning, as well as solution architecture, design, and/or delivery. For the delivery of a Client solution, the parties will enter into a separate Services Agreement. The Services Agreement will define the roles of each party as the Prime Contractor and Subcontractor. Both the Prime Contractor and Subcontractor will collaborate in good faith to negotiate the terms and conditions of any Prime Contract. If the Client awards a contract to the Prime Contractor, the Prime Contractor and the Subcontractor will negotiate a mutually acceptable SOW that is consistent with the terms and conditions of the Prime Contract, provided the Client approves the Subcontractor and the Subcontractor approves the Prime Contract. During the engagement, Partner and Siemens team members will raise and escalate any quality concerns.

## 2. BUSINESS PLAN & REPORTING

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- 2.1  
**Business Plan & Revenue Targets**
- The parties will mutually develop and agree upon the initial Business Plan within 30 days of signing this Services Addendum. The Business Plan will include, among other things, an estimated budget to be spent by Siemens and Partner to fulfill their obligations under the Strategic Partnership. As part of the Business Plan, the parties may establish new key metrics and revenue targets broken out by quarter or Go-to-Market Offerings to measure the productivity of the parties. Each subsequent Business Plan will be updated by mutual agreement of the parties no later than 30 days before the end of each calendar year.
- 2.2  
**Named Strategic Accounts**
- Within 30 days of signing this Services Addendum, Partner and Siemens will designate at least 3 Accounts as named strategic Accounts (“**Named Strategic Accounts**”). The parties will develop joint sales plans for each Named Strategic Account, which will include proactive joint account development activities described in the Business Plan. Changes to Named Strategic Accounts must be agreed between the parties and reflected in an updated Business Plan.
- 2.3  
**Reporting**
- Partner and Siemens will provide to the other party quarterly Strategic Partnership status reports. The reports will provide information about the effectiveness of the Strategic Partnership as defined in the Business Plan. The parties will provide their first reports 90 days after signing this Services Addendum. Additionally, each party will regularly provide the other party with information related to future services, offerings, and technology directions important to the Strategic Partnership. Sharing information regarding future business plans will not create any obligation for a party, and each party retains sole discretion regarding its offerings, services, and road map.

## 3. TERM

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This Services Addendum will continue in full force and effect for an initial period of 1 year from the date of its acceptance by both parties. Thereafter, this Services Addendum will renew automatically for successive one-year terms. In addition to the termination rights set forth in the General Terms & Conditions, either party may terminate this Services Addendum at any time for convenience and without cause, by providing at least 60 days written notice to the other party.

## 4. SIEMENS SOFTWARE

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Siemens may grant Partner limited and nontransferable access to Offerings applicable to the Strategic Partnership for specific use, including but not limited to the training of Partner personnel, marketing demonstrations, and Partner’s internal evaluation of the Offerings. Access to such Offerings shall be subject to (i) the terms of a separate Siemens license agreement and (ii) Partner’s payment of fees for any third-party products, if applicable.

## 5. AFFILIATES

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Each party may engage their respective Affiliates to help them fulfill their obligations under this Services Addendum. Partner and Siemens agree to cause their respective Affiliates to fulfill their obligations under this Agreement and will prevent their Affiliates from taking any action contrary to this Agreement. To provide products and services to Clients in multiple countries, a particular Siemens Affiliate and/or Partner Affiliate may enter into a Services Agreement to reflect the local legal requirements, language, and standard business practices, where applicable.

## 6. PARTNER INFRINGEMENT INDEMNIFICATION

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- 6.1  
**Infringement Claim Indemnity**
- Partner will indemnify and defend, at its expense, any action brought against Siemens to the extent that it is based on a claim that any intellectual property provided by Partner infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Siemens by a court of competent jurisdiction or agreed in a settlement, provided that Siemens gives Partner (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim, and (iii) sole authority to defend or settle the claim. Partner will not

admit liability or incur obligations on Siemens' behalf without Siemens' prior written consent, which shall not be unreasonably withheld.

**6.2 Injunction** If a permanent injunction is obtained against Siemens' use of Partner's intellectual property, Partner will obtain for Siemens the right to continue using the intellectual property or will replace or change the intellectual property to become non-infringing. If such remedies are not reasonably available, Partner will grant Siemens a credit or refund for any fees paid to Partner for such intellectual property and Siemens shall at Partner's request refrain from using, promoting, or advertising with respect to the intellectual property subject to such claim and, at the option of Partner, destroy or return any inventory of said intellectual property, and all copies thereof, to Partner. Partner may, in its sole discretion, provide the remedies specified in this Section to mitigate infringement before the issuance of an injunction.

**6.3 Exclusions** Notwithstanding anything to the contrary herein, Partner will not have any liability or indemnification obligation to Siemens to the extent that an infringement claim arises out of (i) Siemens' use of intellectual property in combination with content, equipment, or products not provided by Partner, (ii) any adjustment, change, or configuration of the intellectual property not made by Partner, or (iii) instructions, assistance, or specifications provided by Siemens.

## 7. DEFINITIONS

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**7.1 "Strategic Partnership"** means the formalized, cooperative arrangement between Partner and Siemens as described herein.

**7.2 "Business Plan"** means the annual business plan developed by Siemens and Partner to establish and maintain the objectives, Strategic Partnership Focus, Go-to Market Offerings, operating principles, incentives, processes, structure, and investments for the Strategic Partnership.

**7.3 "Strategic Partnership Focus"** means the industry segments and geographical locations described in the Business Plan where the parties agree to proactively promote the Strategic Partnership and concentrate collaborative investment in joint offerings, joint marketing and joint sales pursuits.

**7.4 "Client Or Account"** means an existing or prospective client of either party, relative to the Strategic Partnership.

**7.5 "Go-to-Market Offerings"** means joint solution bundles, Siemens Offerings, or Partner services described in the Strategic Partnership Business Plan.

**7.6 "Prime Contract"** means the contract between the Prime Contractor and a Client.

**7.7 "Prime Contractor"** means the party (either Siemens or Partner) who wishes to obtain Services on its own behalf or on behalf of one of its Clients, as specified in an SOW.

**7.8 "Services"** means the services that the Subcontractor will perform in accordance with a Services Agreement and Statement of Work.

**7.9 "Services Agreement"** means a separate agreement which appoints one party as the Prime Contractor and the other party as the Subcontractor.

**7.10 "Statement of Work or SOW"** means a statement of work mutually agreed between the parties that specifies the scope of the Services, including but not limited to the objective, costs, timeframe, and roles and obligations of the Prime Contractor and Subcontractor, which shall be governed by the applicable Services Agreement.