

# Siemens Partner Emblem Terms

## 西门子合作伙伴标识条款

Siemens and Partner (the “Parties”) have entered into a partner agreement (the “Partner Agreement”) referencing these Siemens Partner Emblem Terms. With the conclusion of and under the conditions defined in such Partner Agreement, the Parties agree on the following Siemens Partner Emblem Terms.

西门子与合作伙伴（以下简称“双方”）已签署了一份援引本西门子合作伙伴标识条款的合作伙伴协议（以下简称“合作伙伴协议”）。基于合作伙伴协议的签署且在符合该协议所定义之条件的前提下，双方就以下西门子合作伙伴标识条款达成一致：

### 1. Usage of Partner Emblem 合作伙伴标识的使用

Siemens grants to Partner a non-exclusive, non-transferable and fully paid-up license to use the Partner Emblem, according to these Siemens Partner Emblem Terms and the Branding Guidelines made available to Partner, which may change from time to time (hereinafter the “Guidelines”).

西门子授予合作伙伴一项非排他的、不可转让且已全额支付费用的许可，允许其根据本西门子合作伙伴标识条款以及向合作伙伴提供的品牌指南（该指南可能会不时变更，以下简称“指南”）使用合作伙伴标识。

### 2. Usage of the mark “SIEMENS” “SIEMENS”标识的使用

Siemens hereby grants Partner the right to use the mark “SIEMENS” on a website of the Partner in a logo reference list as set out in the Guidelines.

西门子特此授予合作伙伴在其网站的徽标引用列表中使用“SIEMENS”标识的权利，具体要求详见指南。

### 3. General terms concerning both the Partner Emblem and the mark “SIEMENS” 关于合作伙伴标识与“SIEMENS”标识的通用条款

- a. Partner acknowledges that Siemens or a Siemens affiliate is the sole owner of the Partner Emblem and the mark “SIEMENS” and that the use of the Partner Emblem and the mark “SIEMENS” by Partner will be solely for Siemens' benefit.

合作伙伴承认，西门子或其关联方是合作伙伴标识与“SIEMENS”标识的唯一所有权人；合作伙伴对合作伙伴标识及“SIEMENS”标识的使用应仅为西门子的利益而进行。

- b. Except as explicitly granted herein, Partner will have no right or license to use any trademark or trade name of Siemens or of Siemens affiliates.

除本条款明确授予的权利外，合作伙伴不享有使用西门子或西门子关联方任何商标或商号的权利或许可。

- c. Partner will use the mark “SIEMENS” and the Partner Emblem in a way correctly reflecting the business relationship with the Siemens legal entity being party to the Partner Agreement, including a reference to the country or countries for which the Partner has been certified. If requested by Siemens, Partner will submit to Siemens examples of use of the Partner Emblem or the mark “SIEMENS” in a logo reference list. For the avoidance of doubt, the Partner's right to mention the trademarks of Siemens or Siemens affiliates remains unaffected to the extent permitted by applicable mandatory law.

合作伙伴在使用“SIEMENS”和合作伙伴标识时，应确保其方式能够准确反映其与签署合作伙伴协议的西门子法律实体之间的业务关系，包括提及合作伙伴已获得认证的国家或地区。如西门子要求，合作伙伴应向西门子提交其在徽标引用列表中使用合作伙伴标识或“SIEMENS”标识的示例。为免疑义，在适用强制性法律允许的范围内，合作伙伴提及西门子或其关联方商标的权利不受影响。

**d. Partner ensures**

合作伙伴应确保：

- not to create the impression that Siemens is the manufacturer of the Partner's products, 不得误导**西门子**是**合作伙伴**产品的制造商，
- to not use the Partner Emblem or the mark "SIEMENS" in a way that may harm the reputation or the standing of Siemens, 不得以可能损害**西门子**声誉或形象的方式使用**合作伙伴标识**或"SIEMENS"标识，
- that any material bearing the Partner Emblem is of high quality. 所有带有**合作伙伴标识**的材料均应为高品质。

**e. Siemens may revoke, withdraw and/or amend the status and license according to these Siemens Partner Emblem Terms at any time and at its own discretion.**

**西门子**可随时自行决定撤销、终止和/或调整根据本**西门子标识条款**授予的级别和许可。

**f. Siemens assumes no warranty or liability for the validity of the Partner Emblem or the mark "SIEMENS", including the possible forfeiture of these marks due to non-use. Partner will bear all risks associated with all use by Partner of Partner Emblem and the mark "SIEMENS".**

**西门子**不对**合作伙伴标识**或"SIEMENS"标识的有效性提供任何保证或承担责任，包括因不使用而导致这些商标丧失权利的可能性。**合作伙伴**应自行承担使用**合作伙伴标识**与"SIEMENS"标识的所有相关风险。

**g. As of the date either**

自以下日期（以较早发生者为准）：

- the Partner Agreement expires or is terminated or **合作伙伴协议**届满或终止之日，或
- the rights and licenses granted under these Siemens Partner Emblem Terms are revoked or withdrawn,

根据本**西门子合作伙伴标识条款**授予的权利和许可被撤销或收回之日，

whatever incurs earlier, Partner will immediately cease to use the Partner Emblem and the mark "SIEMENS", by either removing it, covering it, obliterating it or by any similar method which results in the Partner Emblem and the mark "SIEMENS" not being visible. Partner will not be entitled to make any claim for compensation or damages in case of termination, revocation, withdrawal or amendment of the rights granted under these Siemens Partner Emblem Terms. **合作伙伴**应立即停止使用**合作伙伴标识**和"SIEMENS"标识，具体方式包括移除、覆盖、涂抹或通过任何能使上述标识不再可见的类似方法。若根据本**西门子合作伙伴标识条款**授予的权利被终止、撤销、收回或更改，**合作伙伴**无权提出任何补偿或损害赔偿请求。