

MARKETING AGREEMENT

Siemens Digital Industries Software



This Marketing Agreement ("Agreement") is entered into between Siemens Industry Software Inc. ("Siemens") and [Click or tap here to enter text.](#) ("Company"). The parties would like to engage in marketing activities regarding Company's use of Siemens' technologies and services.

1. Company agrees to participate in the development of marketing and communications content with Siemens including but not limited to social media posts, case studies, testimonials, podcasts, press releases, videos, advertising and acting as a customer reference ("Materials").
2. The following terms apply to all Materials created under this Agreement:
 - 2.1 To create the Materials, Siemens may interview or record Company's employees or contractors using any methods of recording, whether currently known or developed in the future, including but not limited to audio, photo, video, live/simultaneous broadcast, or digital stream. Company agrees to assist Siemens in obtaining the necessary permissions from any of Company's employees or contractors whose names, images, likenesses, voices, quotes, or biographical information appear in the Materials.
 - 2.2 In the Materials, Siemens may display Company's name, trademarks, service marks, logos, other identifying information, and any other intellectual property content that Company chooses to provide at its own discretion ("Company IP").
 - 2.3 Siemens will give Company the opportunity to approve the final draft of any Materials ("Final Materials"). This requirement shall not apply to corrections of the approved draft and to any other formats (such as, but not limited to, live performance, live/simultaneous broadcast, or digital stream) where such prior approval may be considered unreasonable.
 - 2.4 Except for any Company IP, Siemens will own the Materials, and, in return for its participation, grants Company a non-exclusive, non-transferable, non-sublicensable, fully paid-up and royalty-free right to use the unmodified Final Materials for its own marketing purposes including the right to publish, reference, distribute, and display the unmodified Final Materials in whole or through unedited excerpts, in all forms of media now or hereafter known. Company may translate the Final Materials into other languages and use such language versions without the requirement of a prior written approval by Siemens. If Company provides content that includes Company IP, Company agrees to grant the necessary licenses to allow Siemens to use the content in the Final Materials to the same extent as mentioned above. Both parties agree to stop using the Materials if one party provides the other party with ninety (90) days prior written notice.
 - 2.5 Nothing in this Agreement is intended to transfer any Company IP to Siemens, including any inventions, copyrights, or other proprietary rights of Company disclosed in the Materials.
3. Company represents and warrants that (i) the content Company provides to Siemens and that is to be included in the Materials is not confidential and is accurate to the best of Company's knowledge and that (ii) Siemens' use of such content in accordance with this Agreement will not violate any third-parties rights and will not require any additional permissions from or payments to any third party.
4. Company represents that the content it contributes to the Materials does not include technology that is subject to (re-)export control laws of the European Union, the United States of America, and any locally applicable jurisdiction. In this context, the term "technology" shall mean information necessary for the development, production, use, operation, installation, maintenance, repair, overhaul, or refurbishing of items that are subject to item control lists of applicable legal jurisdictions.
5. To the extent that both parties use the Final Materials in accordance with this Agreement, each party waives its right to bring any claims or cause of action against the other party and its contractors, agents, and employees relating to the use of the content that the releasing party provides, and which is included in the Final Materials.
6. This Agreement shall commence on the date of the last (manual or electronic) signature ("Effective Date") and continue until terminated as provided herein. Either party may terminate this Agreement for cause in the event of a material breach of contract by Company. A material breach of contract shall be defined as a substantial failure by one party to perform its obligations under this Agreement if such failure is not cured within thirty (30) days after receiving written notice from the non-breaching party specifying the nature of the breach and demanding cure. Either party may terminate this Agreement for convenience after providing Company with ninety (90) days prior written notice of such termination.
7. Company agrees that Siemens' ultimate parent company or companies directly or indirectly owned or controlled by Siemens' ultimate parent company may exercise Siemens' rights and fulfill Siemens' obligations.

8. If any provision (or portion of a provision) of this Agreement is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions and provisions will not in any way be affected or impaired.
9. This Agreement shall prevail over all prior marketing agreements between the parties with regard to the subject matter hereof.
10. This Agreement will be subject to the laws of the State of Delaware, United States, without reference to any conflict of laws rules. Any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of the State of Delaware, United States. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Delaware for any such disputes.

ACCEPTED AND AGREED by the following authorized representatives of the parties:

COMPANY: Click or tap here to enter text.

Address: Click or tap here to enter text.

Signature: _____

Typed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

SIEMENS Click or tap here to enter text.

Address: Click or tap here to enter text.

Signature: _____

Typed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

Signature: _____

Typed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.