

PARTNER PROGRAM AGREEMENT

Reseller Model Addendum

This Reseller Model Addendum (“**Reseller Addendum**”) is part of the Partner Program Agreement and sets forth the additional terms and conditions of Partner’s appointment as a non-exclusive reseller of Offerings to Customers. Capitalized terms have the meaning defined in the last Section of this document or elsewhere in the Agreement.

1. APPOINTMENT & AUTHORIZATIONS

1.1

Appointment & Changes

Siemens appoints Partner as a non-exclusive reseller of Authorized Offerings to Customers in the Territory during the term of this Reseller Addendum, subject to this Agreement and all associated Partner Policies. Partner is free to respond to unsolicited requests from customers, but Partner is prohibited from actively marketing and reselling Authorized Offerings outside of the Territory or to Named Accounts within the Territory. If Siemens decides independently in a particular case that it does not wish to pursue a specific opportunity for a Named Account, Siemens may pass on such opportunity to Partner. The Territory and Authorized Offerings may be updated at any time during the term of this Reseller Addendum by mutual agreement of the parties in writing. Siemens reserves the right to (i) revise the list of Authorized Offerings and/or Territory at any time during the term of this Reseller Addendum upon 30 days prior written notice to Partner (e.g., via notification letter, documented in the Business Plan, or acknowledged in the Partner Portal), provided Siemens will make reasonable efforts to limit changes to the authorizations (e.g., not more than twice per year), (ii) sell Authorized Offerings directly within the Territory, and (iii) appoint additional channel partners to resell Offerings within the Territory.

1.2

Title to Offerings

Partner’s right to promote and resell Authorized Offerings does not include the right to reproduce, publish, or license Offerings to others, except as expressly provided herein. Siemens expressly reserves the entire right and title in Offerings and Siemens has the exclusive right to protect, by copyright or otherwise, to reproduce, publish, sell, and distribute the Offerings. Title to purchased hardware transfers to Partner or Customer, as applicable, after payment in full has been received by Siemens.

2. REQUIREMENTS & RESPONSIBILITIES

2.1

Staffing Requirements

Partner must employ and maintain personnel and resources with the technical expertise reasonably necessary to fulfill Partner’s obligations under this Reseller Addendum. This includes at least one trained salesperson and one trained application engineer in each authorized location within the Territory. Partner’s sales and technical staff will participate in Siemens’ training and certification programs for Authorized Offerings. Such training programs will be subject to Siemens’ standard training terms and conditions and may be offered online, at Siemens’ offices, or at other locations designated by Siemens.

2.2

Partner Maintenance Support & Customer Success

Partner will provide customer success services as described in the Partner Policies. If indicated in the Partner Authorization Form, Partner will provide first line support to Customers which have purchased annual ME&S Services or Subscriptions from Partner. If providing first line support, Partner will maintain a support lab with systems capable of running all supported Authorized Offerings, trained technical and support staff, and a call tracking system for monthly reporting purposes. If Partner acts as Siemens’ processor of personal data provided by Customers, Partner will comply with the terms available at www.siemens.com/sw-partner/dpa and incorporated herein by reference.

2.3

Siemens Support Services

Siemens will provide reasonable online pre-sales technical support to Partner, including access to self-service support tools, sales guides, presentations, and demonstrations available on the Partner Portal. Siemens will provide post-sales support services to Customers for Authorized Offerings as described in the Customer Contract unless Partner is responsible for providing first line support as indicated in the Partner Authorization Form. Siemens will provide all ME&S Services and enhancement upgrades developed for Authorized Offerings directly to Customer in accordance with the Customer Contract. Siemens will also provide enhancements to Partner to enable Partner to fulfill its obligations under this Agreement.

2.4

Customer Contact

Except as Partner and a Customer may otherwise agree, Partner will only use Customer records to sell Offerings and any value-add services to Customer. The security, privacy, and data protection commitments made by Siemens in the Customer Contract apply solely to Offerings, and do not apply to any services, products, trainings, or other materials developed or provided by Partner. To assist Partner with on-time renewals, Siemens, or a third party acting on Siemens’ behalf, may contact Customers directly with respect to renewing Subscriptions or annual ME&S Services purchased from Partner.

3. BUSINESS PLAN & FINANCIAL INFORMATION

- 3.1
Annual Business Plan Partner and Siemens may produce an initial Business Plan in conjunction with the execution of this Agreement and it will be incorporated into the Agreement by this reference. As part of the Business Plan, the parties may (i) assign the Authorized Offerings or Territory, (ii) assign key metrics and revenue targets broken down by quarter and/or Offering, (iii) assign Partner's performance level, and (iv) specify Partner's obligations with respect to the provision of maintenance and support services for Authorized Offerings. 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. At any time during the term of this Reseller Addendum, either party may initiate discussions about changes to the Business Plan upon written notice to the other party.
- 3.2
Quarterly Business Reviews & Reporting Partner and Siemens will agree on a method for conducting quarterly business reviews. Additionally, Partner, at its own expense, will provide sales reports, forecasts, and personnel reports on a quarterly basis as reasonably requested by Siemens. These reports may include details regarding sales of Authorized Offerings, professional consulting, and Customer training services. Partner must omit competitively sensitive information, such as end user pricing, from any such reports.
- 3.3
Partner Information Credit Account If applicable, Partner will provide financial information reasonably requested by Siemens to allow Siemens to establish a credit account for Partner. Partner may not purchase directly from Siemens under this Agreement until a credit account has been established. Siemens may cancel or suspend credit to Partner at any time in its reasonable discretion. Partner will submit updated financial information to Siemens within 15 business days following Siemens' reasonable request.

4. PARTNER'S COMPENSATION

- 4.1
Partner's Margin Partner will resell Authorized Offerings to Customers at prices determined in its sole discretion. For its purchases from Siemens, unless specified otherwise in this Reseller Addendum, Partner will pay the Siemens list price for the applicable Authorized Offering or services in the country of purchase less the Partner discount set forth in the Discounts and Performance Metrics. The difference between the amount due by Partner to Siemens and Partner's resale price for an Authorized Offering will represent Partner's compensation for sales concluded under this Reseller Addendum. Partner's right to discounts in accordance with the Discounts and Performance Metrics is subject to Partner's compliance with the terms and conditions of this Agreement and Partner Policies at the time a sale is concluded. The Siemens list prices for Authorized Offerings and services in the Territory are published in the Partner Portal. Siemens may revise the Discounts and Performance Metrics or change its list prices at any time by providing 30 days' notice to Partner. Siemens will honor the list prices and discounts in quotations Siemens issued to Partner prior to the date the new prices or discounts are revised in the Partner Portal for as long as such quotation remains valid.
- 4.2
Referral of Transactions by Siemens to Partner The discounts and Partner Benefits available to Partner under this Reseller Addendum are based on Partner's generation of sales leads, engagement in pre-sales activities, completion of transactions with Customers, and provision of a certain level of post-sales support to Customers. In certain situations, Siemens may conduct some or all of these activities, but have a need to refer certain transactions to Partner for completion. In such cases, if a referral is accepted by Partner, Partner will be responsible for completing the transaction with Customer in accordance with the requirements of this Reseller Addendum, but the level of compensation retained by Partner will be determined in accordance with the Partner Fulfillment Terms as set forth in the Partner Policies.
- 4.3
Referrals of Transactions by Partner to Siemens In some cases (e.g., lack of competencies, gaps in the portfolio, etc.), Partner may see the need to refer a transaction to Siemens with the intention that Siemens will complete the transaction directly with the prospective Customer. If the referral is accepted by Siemens, the resulting transaction will be completed directly between Siemens and the prospective Customer, and any compensation due Partner will be determined solely in accordance with the Referral Terms for Resellers and Distributors as set forth in the Partner Policies. Partner acknowledges that not all Offerings may be eligible for compensation as a result of a referral, as indicated in the Partner Policies.
- 4.4
Revenue Targets and Partner Benefits If Revenue Targets have been agreed, achievement of Revenue Targets will be based upon revenue resulting from all sales to Customers in the Territory completed by Partner under this Reseller Addendum on a cumulative year-to-date basis at the end of each fiscal quarter. If Partner achieves its year-to-date Revenue Target by the end of the fiscal quarter, Partner may be eligible for certain Partner Benefits. The accrual and types of Partner Benefits available to Partner will be based on Partner's performance level and as described in the Partner Policies. Performance level guidelines are described in the Discount and Performance Metrics. Partner's performance level

is indicated on the Partner Authorization Form and may be updated by Siemens at any time based on Partner's performance.

4.5

Promotions

Siemens may occasionally offer a promotion in the Territory that provides Customers and partners access to additional discounts. Promotional discounts are in addition to or supersede any pricing and discounting reflected in the Discounts and Performance Metrics and may be subject to special terms described in the applicable promotion.

5. SIEMENS OFFERINGS & TECHNOLOGY

5.1

Demonstrations, Pre-Sales Support, & Post-Sales Support

Siemens may, in its reasonable discretion, provide Partner with access to, or copies of, demonstration software or cloud services. Partner may also purchase demonstration hardware at the discount rate specified in the Discounts and Performance Metrics. Partner may use the demonstration Offerings solely to (i) demonstrate Offerings to prospective Customers, (ii) provide pre-sales support for a Customer transaction, (iii) provide first line post-sales support to Customers (if required by this Reseller Addendum), and (iv) provide training to Partner personnel. No other use of demonstration Offerings is permitted. Partner must agree to any additional terms and conditions specified by Siemens before receiving or using demonstration Offerings.

5.2

Training Materials

Siemens will provide Partner access to training materials via the Partner Portal solely to train Partner personnel. Partner will have no right to use, copy, develop, change, prepare derivative works of, or sublicense training materials except as expressly provided in this Agreement. Partner must not use training materials for any other purpose including, but not limited to, providing professional consulting services or training services to any third party, except as provided in this Agreement.

5.3

Offerings for Other Use

Partner may purchase Offerings for uses other than those authorized under this Agreement in accordance with the Standard Terms & Conditions. If Partner has a valid license to use APIs provided with an Offering, Partner is prohibited from using APIs to develop software for an individual Customer without Siemens' express prior written consent in each case. Partner is further prohibited from reselling, transferring, leasing, or licensing any software developed through the use of APIs to any other third party unless Partner has entered into a separate Model Addendum or agreement with Siemens authorizing such activities.

5.4

Advantedge

Siemens, in its sole discretion, may grant Partner the right to use Siemens' Advantedge methodologies, templates, tools, and best practices ("**Advantedge**") as the basis for providing implementation services for Customers. Partner acknowledges Advantedge was developed by Siemens and constitutes the proprietary and confidential information of Siemens. Partner is solely responsible for any results it achieves through its use of Advantedge. Partner's right to use Advantedge will terminate if this Reseller Addendum is terminated for any reason. In addition, Partner's right to use Advantedge may be terminated by Siemens with at least 30 days prior written notice for any reason.

5.5

Changes to Training Materials or Advantedge

With Siemens' prior written consent, Partner may change training materials or Advantedge. Partner's right to change and personalize the training materials or Advantedge will be limited to allow Partner to (i) add its logos, trade names, and/or contact information to the modified training materials or Advantedge, (ii) translate or otherwise localize the training materials or Advantedge for more efficient or acceptable use in the Territory, (iii) truncate, rearrange, or combine parts of Advantedge or training materials with other methodologies, tools, or materials used by Partner. No other changes to the training materials or Advantedge are permitted. Any work resulting from such change or personalization will be considered as Siemens' training materials or Advantedge and subject to the same rights and limitations provided in this Section. Partner agrees to indemnify, hold harmless, and defend Siemens and its Affiliates against any third party claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to Partner's provision of professional consulting, training, or Advantedge services in connection with Offerings.

5.6

Applicable Terms & Disclaimers

Siemens' terms and conditions and policies published on the Partner Portal will apply to any Offerings, training materials, or Advantedge provided to Partner under this Reseller Addendum. **Such Offerings, Training Materials, and Advantedge are provided "as-is" and "as-available" without warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.**

6. ORDERS & PAYMENT TERMS

6.1

Orders

Partner will place orders for Offerings and services following the process specified by Siemens. If such process includes use of Siemens' electronic or online ordering system, Partner consents to the use of the electronic

ordering system instead of written and signed documents for the placement of all orders under this Reseller Addendum. Once Siemens accepts an order, the order is a valid contract for Partner's purchase of Offerings or services from Siemens. Each order Partner places must contain the following information: (i) a notation that the order is governed by the terms of this Reseller Addendum, (ii) details of Offerings ordered by product number, quantity, and net price, (iii) shipping instructions and destination, (iv) requested delivery dates, and (v) the name, address and telephone number of the applicable Customer. Siemens will not accept any order from Partner until the applicable Customer Contract has been concluded, where applicable, and any other documentation reasonably requested by Siemens has been provided. Upon reasonable request by Siemens, Partner will provide Siemens with a copy of Customer's written purchase order or such other confirmation of Customer's order acceptable to Siemens, provided that any items relating to end user pricing must be redacted before delivery to Siemens. In its reasonable discretion, Siemens reserves the right to refuse any order for any reason including, but not limited to, missing or incorrect information on the order or export compliance concerns. **If Partner places an order that is found to be false, misleading, or incorrect in any material respect, Siemens reserves the right, in addition to all other rights and remedies available to Siemens, to reject new or pending orders from Partner.**

6.2

Renewals

If indicated on the Order or otherwise agreed by the parties in writing or in Siemens' electronic or online ordering system, the Subscription or ME&S Services for an applicable paid Authorized Offering will automatically renew unless either party notifies the other at least 60 days before the end of the then-current term that it has elected not to renew. Any renewal term will be the same length as the preceding term or 12 months, whichever is greater. Any renewed Subscription or ME&S Services will be governed by the then current Standard Terms & Conditions. The fees during any renewal will be the same as those charged during the preceding term, unless (i) Siemens notifies Partner about different future fees at least 90 days before the end of the then-current term or (ii) fees for the renewal are specified on the Order.

6.3

Delivery

- (a) **Software.** Once Siemens accepts an order, Siemens will make Authorized Offerings of software that require installation available to Partner, or directly to the applicable Customer at Partner's option, by means of electronic download from a website specified by Siemens. Physical shipment of media may be done at Siemens' option, as an accommodation to Partner or a Customer, or if certain elements of the software are not available for electronic download. Software will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, Russia, China, or India. All other software will be delivered subject to DAP (Incoterms 2020).
- (b) **Cloud Services.** Once Siemens accepts an order, Siemens will make Authorized Offerings comprised of cloud services available for the applicable Customer to access and use. For an Offering comprised of a combination of cloud services and software, delivery occurs when the software and cloud services are made available by Siemens.
- (c) **Hardware.** Once Siemens accepts an order, unless agreed otherwise in writing, hardware, including firmware incorporated therein, will be made available to Customer FCA at Siemens' designated warehouse or factory for the relevant hardware (Incoterms 2020). Making the hardware available to Customer in accordance with the delivery terms specified in this Section will constitute "Delivery" for the purpose of this Reseller Addendum, even if Siemens is involved in any transport arrangements for any hardware after such delivery.

6.4

Payment

Partner will pay all invoiced amounts within 45 days of the invoice date unless otherwise agreed by the parties. If a Customer's usage of an Offering exceeds the agreed authorization, Siemens will have the right to claim payment of additional fees from Partner or Customer for excessive use at Siemens' then-current list price, in addition to any other remedies that may be available to Siemens. Unless otherwise specified, fees related to Offerings and ME&S Services are invoiced in advance. In addition to any other tax obligations set forth in this Agreement, download, delivery of, and/or access to Offerings is subject to Partner's payment of all taxes, tariffs, duties, shipping and insurance expenses, and all other charges and related amounts arising out of such download, delivery, or access. If Partner fails to pay any invoiced amounts when due, Siemens may, in its reasonable discretion, and in addition to any other remedies available to it at law or in equity or under this Agreement, revoke or suspend any credit terms granted to Partner, require further assurances from Partner that the invoiced amounts will be paid, require Partner to prepay for all Offerings ordered, and/or terminate this Reseller Addendum and/or this Agreement. Overdue amounts will be subject to a late payment charge of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is less. Additionally, if an invoice is not paid by Partner within 45 days of the invoice date, Partner forfeits any Partner Benefits earned in the previous fiscal quarter and loses eligibility to be awarded Partner Benefits for the current quarter.

7. CUSTOMER CONTRACTS

Before receiving access to Authorized Offerings or services, a Customer must agree to the Customer Contract using the process specified by Siemens. If Customer uses a Siemens online electronic agreement system to agree to the Customer Contract, Customer's agreement to these terms will be done by clicking an "agree", "I accept", or similar button online or through any other means approved by Siemens. The Customer Contract will be

the Standard Terms & Conditions, unless agreed otherwise by Siemens in writing. Upon acceptance, the Customer Contract will be an agreement between Siemens and Customer. Partner will enter into its own agreement with Customer for the commercial terms of the transaction between Customer and Partner. Partner may not change the terms and conditions of the Customer Contract and will ensure that any Customer purchase order or similar document does not attempt to alter the terms and conditions applicable to Authorized Offerings. If a Customer intends or attempts to alter the terms and conditions applicable to Authorized Offerings, Partner will be liable to Siemens for any costs or damages incurred by Siemens as a result of such alteration.

8. TERM AND TERMINATION

- 8.1
Term This Reseller 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 Reseller Addendum will renew automatically for successive one-year terms. Either party may terminate this Reseller Addendum in accordance with the terms and conditions of this Agreement.
- 8.2
Termination In addition to the termination rights set forth in the General Terms & Conditions, with 30 days written notice, Siemens may suspend or terminate Partner's rights with respect to the Territory, Partner's authorized locations, or Authorized Offerings. Partial suspension or termination will not affect the continued applicability of this Reseller Addendum to any unaffected portion of the Territory, authorized locations, Authorized Offerings, or any other Model Addenda or separate agreement with Siemens.
- 8.3
Effect of Notice of Termination & Termination Upon termination, Partner will be entitled to retain only a pro-rata portion of any discounts received on new or renewed Subscriptions or ME&S Services. The pro-rata portion will be determined based on the number of days Partner will provide first line support services divided by the number of days under the Subscription or ME&S Services contract, as applicable. Upon termination of this Reseller Addendum, Partner will cease to represent itself as an authorized reseller of Authorized Offerings and will discontinue all activities that might lead the public to believe that Partner is so authorized. During the termination notice period, Siemens will terminate Partner's access to the Partner Portal and associated Siemens sales and marketing systems, provided that Partner has no other active Model Addenda and such termination does not hinder Partner's ability to place or check the status of orders. During the termination notice period, the parties will work together to ensure a smooth transition of accounts and Partner will provide a full accounting of all existing and pending accounts to Siemens, including, but not limited to lists of (i) the names and locations of all Customers, (ii) the locations of all valid Subscriptions, (iii) all pending Customer ME&S Services contracts with the time remaining on such contracts, (iv) all pending transactions, (v) all pending professional services or training projects, and (vi) all amounts due to Siemens.

9. DEFINITIONS

- 9.1
"Authorized Offerings" means the then-current list of Offerings Partner is specifically authorized to resell. Initially, Authorized Offerings are specified in the Partner Authorization Form and then updated in accordance with this Reseller Addendum from time to time.
- 9.2
"Business Plan" means a business plan mutually developed and agreed to by Partner and Siemens upon execution of this Reseller Addendum, as may be updated by the parties from time to time
- 9.3
"Discounts & Performance Metrics" means the table Siemens makes available to Partner in the Partner Portal or otherwise that describes Partner's discounts from the Siemens price list in the Territory, and any sales metrics related to Partner Benefits.
- 9.4
"ME&S Services" means maintenance, enhancement, and technical support services provided by Siemens or Partner.
- 9.5
"Named Accounts" means the individuals or entities Siemens designates as named accounts in the Partner Portal. The relationship between the parties with respect to Named Accounts is described in Section 1.1.
- 9.6
"Order" means a Siemens order form, Licensed Software Designation Agreement (LSDA), or similar ordering document which may be presented to a Customer.
- 9.7
"Partner Authorization Form" means a separate form which sets forth Partner's initial authorizations and rights to resell Offerings.
- 9.8
"Partner Benefits" means additional discounts and benefits Partner may be eligible to receive as described in the Discounts and Performance Metrics and Partner Policies.

- 9.9
“Revenue Target” means the mutually agreed upon targeted revenue to be generated by Partner for each fiscal quarter. Siemens and Partner will establish Revenue Targets during the annual business planning process.
- 9.10
“Subscription” means a right to use an Offering for a limited term as identified in an Order. For multiple-year Subscription terms, Siemens may require new license keys to be issued during the term.
- 9.11
“Territory” means the geographical area (that may be further restricted to certain markets) described in the Partner Authorization Form. The relationship between the parties with respect to Territory is described in Section 1.1.