

Siemens Partner Program Agreement Execution Form

This Partner Program Agreement (the "**Agreement**") is entered into between the Siemens entity identified below ("**Siemens**" or "**SISW**") and the partner identified below ("**Partner**") as from the last date of signature below ("**Effective Date**"). This Agreement and any changes thereto may be accepted by manual signature or electronic signature.

1. Agreement

The Agreement consists of the following, listed in order of precedence:

This Execution Form

Distributor Model Addendum available at <https://www.siemens.com/sw-partner/distributor>

Distribution Partner Authorization Form

Partner Program General Terms & Conditions available at <https://www.siemens.com/sw-partner/general-terms>

Each Model Addendum applies only to the partner relationship described within. To the extent any of the terms conflict with any other terms therein, they apply in the order of precedence. If there is a conflict between the terms of the documents listed above, the terms in the document listed higher in the order of precedence will prevail.

2. Term

This Agreement will continue in full force and effect for an initial period of one year from its Effective Date. Unless specified otherwise within a Model Addendum or the General Terms & Conditions, this Agreement and all applicable terms as indicated in the table above will renew automatically for successive one year terms. During the initial term and any renewal term, either party will have the right to terminate the Agreement or a Partner Addendum in accordance with the terms and conditions of the General Terms & Conditions and the applicable Model Addendum.

3. Compliance Disclosure Exhibit

Partner represents and warrants that, except as disclosed in the attached Compliance Disclosure Exhibit, neither Partner nor any of its directors, officers and employees who may perform tasks under this Agreement has a relationship with any person(s) who are in a position to directly or indirectly affect or influence the award of business or other advantages to any party to and under this Agreement nor any of the aforementioned has been or is charged with unlawful conduct under the criminal laws of the applicable jurisdiction.

This Agreement constitutes the full and complete statement of the agreement between the parties with respect to the subject matter hereof and supersedes and replaces any previous or contemporaneous agreements, understandings or communications, whether written or oral, relating to such subject matter. This Agreement may not be varied except as set out therein, or otherwise by manual signatures or electronic signatures of the duly authorized representatives of both parties. Partner acknowledges that Partner has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Partner:

Siemens:

Address:

Address:

By:

By:

Name:

Name:

Title:

Date:

Title:

Date:

By:

Name:

Title:

Date:

SAMPLE

Compliance Disclosure Exhibit

Except as disclosed below, neither Partner nor any of its directors, officers and employees who may perform tasks under this Agreement has a relationship with any person(s) who are in a position to directly or indirectly affect or influence the award of business or other advantages to any party to and under this Agreement nor any of the aforementioned has been or is charged with unlawful conduct under the criminal laws of the applicable jurisdiction.

SAMPLE