

Siemens Partner Emblem Terms

Siemens and Partner (the “Parties”) have entered into a partner agreement and possibly one or several amendments thereto (collectively 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.

1. Usage of Partner Emblem

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”).

2. Usage of the mark “SIEMENS”

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.

3. General terms concerning both the Partner Emblem and the mark “SIEMENS”

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. Partner ensures
 - (1) not to create the impression that Siemens is the manufacturer of the Partner's products,
 - (2) to not use the Partner Emblem or the mark “SIEMENS” in a way that may harm the reputation or the standing of Siemens,
 - (3) that any material bearing the Partner Emblem is of high quality.
- 3.5. 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.
- 3.6. No warranty or liability. 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”.
- 3.7. Consequences upon termination. As of the date either i) the Partner Agreement expires or is terminated or ii) the rights and licenses granted under these Siemens Partner Emblem Terms are revoked or withdrawn, 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.