

System Integrator Program Participation Agreement



Rockwell Automation and the undersigned company ("System Integrator") agree that System Integrator will participate in Rockwell Automation's System Integrator Program ("Program") starting on the date of signature of this agreement subject to the following terms and conditions ("Agreement"):

WHEREAS, System Integrator is a systems integrator that frequently and consistently uses Rockwell Automation products and services ("Products") in its manufacturing information and automation control solutions;

WHEREAS, the Program provides System Integrator with solution development, sales, marketing and competency tools to support and encourage a strong and mutually beneficial relationship between System Integrator and Rockwell Automation;

WHEREAS, System Integrator seeks to participate in the Program.

NOW THEREFORE, Rockwell Automation and System Integrator agree as follows:

1. Program Benefits. Subject to System Integrator's compliance with its obligations under this Agreement, System Integrator is entitled to participate in the Program and receive the benefits outlined in the System Integrator Program Guide as may be in effect from time to time ("Program Guide"). To purchase the Products and services offered to System Integrators, including the Rockwell Automation toolkit, System Integrator should contact its local Rockwell Automation sales office or the local participating Rockwell Automation distributor authorized to sell Allen-Bradley Products and Services within the geographic area of primary responsibility ("APR") where System Integrator is located ("Local Distributor"). Any purchases by System Integrator from its Local Distributor are subject to a separate negotiation between System Integrator and the Local Distributor and the prices, discounts and other terms of sale set forth or referenced in the Program Guide are suggested only.

2. System Integrator's Obligations. System Integrator agrees to:

- 2.1. Comply with the Program participation requirements and obligations set out in the Program Guide.
- 2.2. Use the System Integrator Program name and identity mark as outlined in the license below and in compliance with the PartnerNetwork Program Marketing Communication Guidelines ("PartnerNetwork Guidelines") as may be in effect from time to time.
- 2.3. Annually meet all Program requirements as defined in the Program Guide and maintain overall financial viability.
- 2.4. Promote Rockwell Automation products and services and its participation in the Program in a manner which (a) contributes toward maintaining the reputations of both Rockwell Automation and System Integrator as valued suppliers of quality products and services, (b) presents Rockwell Automation products and services to System Integrator's customers in at least a neutral fashion and (c) is consistent with the Program Guide.
- 2.5. Respect established Rockwell Automation sales channel policies and practices which System Integrator may be advised of from time to time.
- 2.6. Use its reasonable efforts to maintain competency of personnel on Rockwell Automation products, technologies and services to the extent that such information is made available to System Integrator.
- 2.7. Be responsible to its customers for the sales, warranty and support of the integrated solutions provided and sold by it. System Integrator will be responsible for resolving its own customer questions and issues in a timely fashion. Other than with respect to those products and services in the form provided by Rockwell Automation itself, Rockwell Automation assumes no responsibility or liability of any kind regarding any aspect of an integrated solution designed, engineered, provided or sold by System Integrator, and System Integrator agrees to indemnify, defend and hold Rockwell Automation harmless with respect thereto.
- 2.8. Immediately notify Rockwell Automation regarding any material change in the information contained in System Integrator's Program application materials.
- 2.9. Comply with Rockwell Automation's access terms and conditions as may be in effect from time to time regarding Rockwell Automation Internet or Extranet web site usage, including linking of such sites from System Integrator's own web sites.
- 2.10. Allow Rockwell Automation to use its name as a Rockwell Automation System Integrator in external communications.
- 2.11. Execute mutually agreed upon annual success plans with Rockwell Automation.
- 2.12. Provide Rockwell Automation with reasonable access to System Integrator's premises, personnel, data, and records to determine if Systems Integrator complies with the terms of this Agreement. On reasonable request during the term of this Agreement and within one-year after the termination of this Agreement, Rockwell Automation may conduct an audit under this section.

3. Rockwell Automation's Obligations. Rockwell Automation agrees to:

- 3.1 Make the Program benefits described in the Program Guide available to System Integrator directly or through one of Rockwell Automation's subsidiaries or affiliates.

- 3.2 Use reasonable efforts to supply certain published and non-published data and specifications to System Integrator via both printed and electronic media (e.g., Extranet, Internet) for purposes of assisting System Integrator in its efforts to maintain an understanding of Rockwell Automation products and services.
- 3.3 Use reasonable efforts to advise System Integrator of any customer concerns which it may be aware of regarding System Integrator's integration of Rockwell Automation products and services into a customer solution and coordinate with System Integrator to timely resolve such customer support concerns.
- 3.4 Keep System Integrator informed of any changes to the Program or Program Guide through general communications to all Program System Integrators.

4. Confidentiality. Each party ("Receiving Party") will maintain in confidence all information deemed confidential by and obtained from or about the other party ("Disclosing Party") in connection with System Integrator's participation in the Program ("Confidential Information"). Confidential Information may include, without limitation, information regarding the Disclosing Party's finances, internal operations, product research and development, vendors, and customers. Receiving Party agrees not to disclose to any third party or to use any such Confidential Information except that Receiving Party's obligation of confidentiality and non-use will not apply to information of the Disclosing Party (i) to the extent it is published or becomes available to the public or the industry by means other than a disclosure by the Receiving Party, or (ii) that was in Receiving Party's possession on a non-confidential basis prior to the disclosure by Disclosing Party, or (iii) that is or becomes available from an independent source without breach of this Agreement or violation of law or duty, or (iv) that is or has been independently developed by or for Receiving Party. This obligation of confidentiality and non-use will survive five (5) years after termination of this Agreement.

5. Compliance with Laws. System Integrator agrees not to engage in Bribery or the appearance of Bribery. "Bribery" is the offer of anything of value to an individual to obtain an improper advantage. Bribery is present even when the value given is very small. Bribery is illegal (US Foreign Corrupt Practices Act, UK Bribery Act, other laws) and against Rockwell Automation policy. System Integrator agrees that its employees and others working on its behalf will not engage in Bribery. System Integrator will not engage in Bribery in private transactions, in public transactions, or when seeking service from public servants or political candidates. Rockwell Automation reserves the right to disclose the terms and conditions of this Agreement to agencies of the United States Government. System Integrator further agrees that it will comply with all governmental laws, regulations and orders applicable to any import, export, purchase and sale of goods and services related to this Agreement, including without limitation United States export control and anti-boycott laws and regulations. System Integrator agrees to notify Rockwell Automation in advance of any sale involving Rockwell Automation products or services that may be deemed to violate any such laws, regulations, and orders, whether or not applicable to or enforceable against System Integrator. System Integrator further agrees to follow the Rockwell Automation PartnerNetwork™ Code of Conduct.

6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY FROM SYSTEM INTEGRATOR'S PARTICIPATION IN THE PROGRAM INCLUDING ANY SUBSEQUENT REMOVAL OR TERMINATION THEREUNDER. Rockwell Automation reserves the right to revise the Program Guide or to modify or terminate the Program at any time in its sole discretion without liability of any kind to System Integrator. Except where otherwise specifically negotiated and agreed to on a per event basis, purchases of products and services by System Integrator directly from Rockwell Automation will be subject exclusively to Rockwell Automation's published terms and conditions of sale as may be in effect at the time.

7. Identity Mark License. Rockwell Automation grants System Integrator a temporary, non-exclusive, limited license ("License") to use the Program identity mark in conjunction with its activities as a System Integrator in the Program. The License applies only to the identity mark in the form identified in the PartnerNetwork Guidelines and does not apply to any individual component or element thereof.

- 7.1 System Integrator agrees to use the identity mark only in accordance with the PartnerNetwork Guidelines and will in no event use the identity mark in conjunction with any other business or activity not authorized or recognized hereunder, including in association with the promotion or use of any products or services which are competitive to those of Rockwell Automation. In no event may the System Integrator utilize or incorporate the identity mark or any other Rockwell Automation trademark, including any derivation thereof or mark confusingly similar thereto, in its corporate name or any name under which it may conduct business or in association with the integration or sale of products or services not expressly authorized by Rockwell Automation.
- 7.2 The identity mark is and will at all times remain the exclusive property of Rockwell Automation. In no event may System Integrator at any time attempt to register or otherwise assert any ownership or other use right with respect to the identity mark or any other designation or mark confusingly similar thereto. System Integrator hereby assigns to Rockwell Automation any right, title or interest in the identity mark or its components that System Integrator may subsequently succeed to by operation of law or otherwise.
- 7.3 System Integrator's use of the identity mark and the promotion of itself as a System Integrator in the Program is limited to System Integrator acting in its capacity as a value-add systems integrator (as that term is generally defined in the industry) for manufacturing information and automation control solutions, and its use of the identity mark may not be used or referenced in conjunction with any other activity of System Integrator not authorized by the License or this Agreement.
- 7.4 The License will terminate immediately upon the discontinuation of the Program by Rockwell Automation or the termination of System Integrator's participation in the Program. System Integrator waives any claim or right to indemnity it may have as a result of any termination of the License or its participation in the Program, it being

understood that System Integrator has executed this Agreement with a full understanding of the financial and other effects upon it or its principals in the event of any such termination.

7.5 System Integrator's permitted use of the identity mark and its participation in the Program is not a certification by Rockwell Automation of System Integrator's products or services or an endorsement of its qualifications as a value-add systems integrator, nor does it represent any formal relationship or appointment as between Rockwell Automation and System Integrator and is intended merely as a means by which System Integrator may make a public representation as to its participation in the Program.

8. Termination. Either party may terminate this Agreement at any time and for any or no reason, with or without cause, upon the giving of written notice to the other party not less than sixty (60) days in advance of the effective date of termination. This Agreement may be terminated immediately by Rockwell Automation upon System Integrator's breach of Sections 2, 4, 5, 10, or 11 of this Agreement.

9. Relationship of the Parties. System Integrator is not a joint venturer, partner, legal representative, franchisee, distributor or agent of Rockwell Automation or its subsidiaries or affiliates. This Agreement and the Program do not constitute any form of authorized or appointed relationship between Rockwell Automation and System Integrator. Nor do they evidence any special course of dealing or form a Business Association (temporary or silent) between Rockwell Automation and System Integrator. Participation in the Program will not obligate Rockwell Automation to sell products or services to System Integrator on a direct basis and does not guarantee any minimum level of business, sales or profitability on the part of System Integrator.

10. Resale Rights. System Integrator will resell Products, including spare parts, only as part of the solution it offers to customers. System Integrator is not authorized to and will not resell Products on a stand-alone basis.

11. Assignment. System Integrator may not assign or transfer this Agreement or its participation in the Program without the advance, written consent of Rockwell Automation.

12. Governing Law and Forum. All disputes relating to or arising under this Agreement or the Program will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state, province or other governmental jurisdiction in which Rockwell Automation's principal place of business resides, excluding its conflict of laws provisions and the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of this Agreement will not be affected.

13. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements between the parties, either written or oral. The parties are not relying on any statements or promises other than what is said in this Agreement. Signature pages may be transmitted by facsimile or email. Upon delivery by facsimile or email, a signature will be deemed an original.

14. Language. The parties acknowledge that they have required that the agreement evidenced hereby be drawn up in English. In the event of a conflict between the English and other language versions, the English version will prevail. Les parties confirment leur volonté expresse à ce que la présente convention, ainsi que tout document ou avis s'y rapportant, soit en anglaise.

15. Amendment. The latest version of this Agreement is available at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/system-integrator-agreement.html>. System Integrator consents that Rockwell Automation may change the terms of this Agreement and all related documents and information in the Program Guide by providing approximately 60 days' notice. The changes apply as of the effective date Rockwell Automation specifies in the notice. If System Integrator does not agree to the changes, System Integrator may terminate this Agreement subject to section 8 (Termination).