

# OEM Partner Program Participation Agreement



ROCKWELL AUTOMATION, INC. ("Rockwell Automation") and the undersigned company ("Participant") agree that Participant will participate in the OEM Partner Program ("Program") subject to the following terms and conditions ("Agreement"):

**1. Company Level Benefits.** Subject to Participant's compliance with its obligations under this Agreement, Participant is entitled to participate in the Program and receive applicable Partner Level benefits outlined in the OEM Program Guide as may be in effect from time to time ("Program Guide"). If Participant has negotiated benefits directly with Rockwell Automation through another agreement, the terms related to the negotiated benefits of such agreement will apply. To purchase the products and services offered to Program Participants, including the Rockwell Automation toolkit, Participant should contact its local Rockwell Automation sales office or local participating Rockwell Automation distributor selling the products they are authorized to sell within the geographic area of primary responsibility ("APR") where Participant is located ("Local Distributor"). Any purchases by Participant from its Local Distributor are subject to a separate negotiation between Participant and the Local Distributor and the prices, discounts and other terms of sale set forth or reference in the Program Guide are suggested only.

**2. Participant's Obligations.** Participant agrees to:

- 2.1 Comply with the Program participation requirements and obligations set out in the Program Guide.
- 2.2 Use the OEM Program and Identity marks in compliance with the PartnerNetwork Program Marketing Communication Guidelines as may be in effect from time to time.
- 2.3 Commit to training of key personnel on Rockwell Automation core automation products.
- 2.4 Allow Rockwell Automation to use its name as a Rockwell Automation Partner in external communications.
- 2.5 Execute mutually agreed upon annual co-managed objectives with Rockwell Automation.
- 2.6 Allow Rockwell Automation to audit Participant for the purpose of ensuring that Participant is complying with the terms of this Agreement (primarily to ensure that Participant is complying with the laws, properly using the Program identity mark, and that Participant has not sold Products to unauthorized resellers). Rockwell Automation's audit will be reasonable, limited to reviewing Participant's data, records, and personnel that are relevant to this Agreement as well as any purchases of Rockwell Automation products (e.g., entity from where Products were purchased, serial numbers, quantities purchased, as well as customer or supplier name). Rockwell Automation will conduct a maximum of one audit per year. Rockwell Automation will send Participant an advance notice (typically fifteen business days) of its intention to conduct an audit. If the audit determines any financial discrepancies or a breach of any obligations, Participant will reimburse Rockwell Automation any improperly claimed or paid amounts identified by Rockwell Automation as well as the cost of the audit. This provision will survive the Agreement's termination for one year.

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

- 3.1 Offer the Program benefits to Participant including, without limitation, participation in special training, events and conferences.
- 3.2 Keep Participant informed of any changes to the Program or Program Guide through general communications to all Program Participants.
- 3.3 Execute mutually agreed upon annual co-managed objectives with Participant.

**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") as a result of or in connection with Participant'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 for a period of five (5) years following expiration or termination of this Agreement.

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**5. Identity Mark License.** Rockwell Automation grants the Participant a temporary, non-exclusive, limited license (“License”) to use the Program identity mark in conjunction with its activities as a Participant 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.

- 5.1 Participant 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 Participant 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.
- 5.2 The identity mark is and will at all times remain the exclusive property of Rockwell Automation. In no event may the Participant 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. The Participant hereby assigns to Rockwell Automation any right, title or interest in the identity mark or its components that Participant may subsequently succeed to by operation of law or otherwise.
- 5.3 The Participant's use of the identity mark and the promotion is limited to the Participant acting in its capacity as a machine builder or original equipment manufacturer (as those terms are generally defined in the industry) and its use of the identity mark may not be used or referenced in conjunction with any other activity of the Participant not authorized by the License or this Agreement.
- 5.4 The License will terminate immediately upon the discontinuation of the Program by Rockwell Automation or the termination of the Participant's participation in the Program. The Participant 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 the Participant 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.
- 5.5 The Participant's permitted use of the identity mark and its participation in the Program is not a certification by Rockwell Automation of the Participant's products or services or an endorsement of its qualifications as a machine builder, nor does it represent any formal relationship or appointment as between Rockwell Automation and the Participant and is intended merely as a means by which the Participant may make a public representation as to its participation in the Program.

**6. Compliance with Laws.** Participant 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. Participant agrees that its employees and others working on its behalf will not engage in Bribery. Participant will not engage in Bribery in private transactions, in public transactions, or when seeking service from public servants or political candidates. Rockwell reserves the right to disclose the terms and conditions of this Agreement to agencies of the United States Government. Participant further agrees that it will comply with all governmental laws, regulations, and orders applicable to any import, export, transfer, purchase, and sale of goods, technology, and services related to this Agreement, including without limitation United States export control and sanctions, anti-boycott laws and regulations. Participant 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 Participant.

**7. 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 PARTICIPANT'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 Participant. Purchases of products and services by Participant 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, except if Participant has an agreement with Rockwell Automation to purchase the products with different terms, in which case the terms of such agreement will apply.

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**8. Termination.** This Agreement may be terminated by either party for any reason or no reason upon thirty (30) days prior written notice to the other party. This Agreement may be terminated immediately by Rockwell Automation upon Participant's breach of Sections 2, 4, 5, 6, 11, or 12 of this Agreement.

**9. Relationship of the Parties.** Participant is not a joint venture, 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 Participant. Nor do they evidence any special course of dealing or form a Business Association (temporary or silent) between Rockwell Automation and Participant. Participation in the Program will not obligate Rockwell Automation to sell products or services to Participant on a direct basis and does not guarantee any minimum level of business, sales, or profitability on the part of Participant.

**10. Resale Rights.** Participant is not an authorized Allen-Bradley distributor and will not promote or sell Allen-Bradley Products to customers on a stand-alone basis and will only resell Allen-Bradley Products, including spare parts, only as part of the machines, equipment or systems it offers to its customers. This prohibition includes, without limitation, sales of Allen-Bradley Products to or through other distributors, dealers, or discrete resellers (including other Distributor locations) that have not been formally authorized in writing by Rockwell Automation to purchase and resell such Products. However, that this provision is not intended to prohibit Participant from selling spare or replacement parts to its customers to service or repair Participant's machines, equipment or systems.

**11. Assignment.** Participant 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 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, regarding the subject matter of this Agreement. 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. Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat. In the event of a conflict between the English and other language versions, the English version will prevail.

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