

**System Integrator Program (SIP) General Terms and Conditions**

- 1) **Scope and Acceptance.** These SIP General Terms and Conditions (“SIP Terms”) apply to the individual or entity submitting the SIP registration form (“Customer”) and Mitsubishi Electric Iconics Digital Solutions, Inc. (“MEIDS”) to cover Customer’s participation in the MEIDS SIP plan and provision by or on behalf of MEIDS of the Consigned Products or other Products as a part of the SIP plan. Reference is also made to the MEIDS License Agreement (“License Agreement”), which is incorporated by reference and forms an integral part of these SIP Terms. A current version of the License Agreement is always available on the MEIDS website at <https://iconics.com/License-Agreement> but can also be provided as a written copy upon request. By submitting enrollment form, purchasing, accepting, accessing or using the Products, Customer accepts these SIP Terms.
- 2) **SIP Enrollment.** MEIDS offers an annual System Integrator Program (“SIP”) available at a choice of 4 program levels: Registered, Enrolled, Certified and Gold Certified. Each level has its own enrollment requirements and provides you with certain rights and benefits as described in attached SIP Enrollment and Benefits table. Your enrollment will begin on SIP order placement date, and you must renew annually on or before the anniversary of order placement date.
- 3) **Order and Payment.** To order, please complete and submit the online SIP Registration Form. Your local MEIDS sales channel will contact you with order placement and payment instructions.
- 4) **Training.** As described on attached SIP Enrollment and Benefits table, the SIP offers free or discounted training. Please see [Training](#) for more information about available MEIDS training classes.
- 5) **Technical Support.** SIP members have access to MEIDS technical support via email and Web. Members at the Enrolled level and higher are entitled to MEIDS support via telephone as well.
- 6) **Products.** The “Products” are the MEIDS software and services as listed on the current MEIDS Commercial Price Lists. Any access or usage of the Products shall be solely in accordance with the terms of the current License Agreement. **Resale of Products is not included under the SIP plan, and any Product resale requires an official MEIDS Reseller Agreement or similar resale agreement in place with an official MEIDS sales channel partner.** Please contact [SIPProgram@iconics.com](mailto:SIPProgram@iconics.com) if you are interested in becoming a MEIDS reseller.
- 7) **Grant of License in Consigned Products.** Upon SIP registration, you will receive one or more of the following Products from MEIDS: Configuration and Runtime License(s) (the “Consigned Products”). For so long as you are actively enrolled in the SIP, MEIDS grants Customer a nonexclusive, temporary license to the Consigned Products solely per below conditions:
  - a) Any such consigned product licenses are solely for the purpose of in-house development, product demonstration and emergency temporary license replacement;
  - b) Consigned products may never be used for any actual production application.
  - c) Consigned product licenses always remain the property of MEIDS; and
  - d) Consigned product licenses may never be copied, transferred, sub-licensed, sold or resold to any other party.
- 8) **Confidential Information.** “Confidential Information” means any non-public information or materials you receive from MEIDS that is: (a) marked or identified by MEIDS as confidential or proprietary, or (b) of such a nature as should reasonably be expected to be confidential or proprietary. You may not use, disclose, transfer, duplicate, or reproduce the Confidential Information other than as necessary for purposes of your participation in and enjoyment of the SIP. You agree to take all commercially reasonable steps to protect the secrecy of and avoid disclosure or use of the Confidential Information and prevent it from falling into the public domain or possession of unauthorized persons. You agree to notify MEIDS in writing of any misuse or misappropriation of Confidential Information and will cooperate with MEIDS to investigate the matter. All Confidential Information remains the sole and exclusive property of MEIDS. Upon the earlier of termination of your enrollment in SIP or MEIDS request, you will return all copies of materials containing Confidential Information.
- 9) **Warranty.** SOLELY AS PROVIDED IN THE LICENSE AGREEMENT. CONSIGNED PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, WITH RESPECT TO ANY APPLICATION, USE OR PURPOSE, MEIDS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CONSIGNED PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE ERROR FREE.
- 10) **Limitation of Liability.** Except in the case of willful misconduct or gross negligence, in no event will MEIDS be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages whatsoever in connection with this agreement, even if advised of the possibility of such damages.
- 11) **Compliance with Laws.** You agree to use the Products provided to you under the SIP in accordance with all applicable laws and regulations, including without limit, applicable data protection laws and anti-corruption laws.
- 12) **Export Control.** The Products, including the Consigned Products and technology that MEIDS or your sales channel partner provides to you are subject to United States export control laws and regulations, including, without limitation, the United States Export Control Reform Act of 2018, the Export Administration Regulations (collectively, as amended, “US Export Laws”). You shall comply with all US Export Laws and shall obtain all necessary government authorization and maintain all required documentation in connection therewith. You shall not export, re-export or release the Products and related technology in violation of US Export Laws.

- 13) **Governing Law.** Participation in the SIP and any dispute arising hereunder, shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America without regards to the conflicts of law provisions thereof. Both Customer and MEIDS have the remedy of injunction to prevent or enforce the discontinuance of any violation of these terms SIP Terms.
- 14) **Termination.** MEIDS may terminate your SIP registration immediately upon actual or alleged violation of any of these SIP Terms.

**MEIDS System Integrator Program (SIP) Enrollment and Benefits**

	Program Level			
	Registered	Enrolled	Certified	Gold Certified
<b>Program Fee (1)</b>	<i>Free of Charge<sup>(2)</sup></i> Available to new and existing SI's	<i>As quoted for First Year Fee</i> <i>As quoted for Renewal Fee<sup>(2)</sup></i> Available to new and existing SI's	<i>As quoted for Renewal Fee<sup>(2)</sup></i> Available to SI's that meet the certification requirements below.	<i>Fees WAIVED<sup>(2)</sup></i> Available to SI's that meet the certification requirements below.
<b>Technical Support</b> <i>Refer to MEIDS SupportWorX Guide</i>	Email and Web technical Support	Standard Support Privilege to resell MEIDS SupportWorX Plans with deferral dates up to 180 days	Standard Support Privilege to resell MEIDS SupportWorX Plans with deferral dates up to 180 days	Standard Support Privilege to resell MEIDS SupportWorX Plans with deferral dates up to 180 days
<b>Consignment License</b>	Downloadable GENESIS V11 Demo software with 2-hour resettable runtime available for download on MEIDS website here: <a href="https://iconics.com/en-us/Downloads/Download-GENESIS">https://iconics.com/en-us/Downloads/Download-GENESIS</a>  1 ICO360-SIP-Trial V10.XX.XX software development key, license provides a 2-hour resettable runtime	3 GENESIS V11 Plus edition SI Consignment licenses 3 ICO360-SIP Software License Keys (12-month limit), Includes 3 V10.XX.XX consignment license may be assigned to Hardware Key (used on a local server or VM in the cloud) option to purchase more.  1 USB Time-limited Hardware Key, option to purchase more.	3 GENESIS V11 Plus edition SI Consignment licenses ICO360-SIP Software License Keys (12-month limit), Includes 3 V10.XX.XX consignment license may be assigned to Hardware Key (used on a local server or VM in the cloud) option to purchase more  With 1 USB Time-limited Hardware Key, option to purchase more.	3 GENESIS V11 Plus edition Consignment licenses ICO360-SIP Software License Keys (12-month limit), Includes 3 V10.XX.XX consignment license may be assigned to Hardware Key (used on a local server or VM in the cloud) option to purchase more.  1 USB Time-limited Hardware Key, option to purchase more.  Each SI Product -Trained Engineer eligible for additional FREE ICO360 SIP consignment software license on a USB hardware key, up to 10 per office location.
<b>Training</b>	FREE access to on-line training  <b>50% discount on classroom and webinar training</b>	FREE access to on-line training  <b>FREE training seats on-line and classroom, available seats for MEIDS training, first come, first serve</b>	FREE access to on-line training  <b>FREE training seats on-line and classroom, available seats for MEIDS training, first come, first serve</b>	FREE access to on-line training  <b>FREE training seats on-line and classroom, available seats for MEIDS training, first come, first serve</b>
<b>Customer Connection Portal</b>	Included	Included	Included	Included
<b>MEIDS Product Discount (1)</b>	Not applicable	Not applicable	10%	15%
<b>Certification Requirements (3)</b>	Not applicable	Not applicable	2 Trained personnel 1 Reference Site	5 Trained personnel 2 Reference Sites 1 Success Story

<b>Website Listing &amp; Certificate</b>	Company listed on MEIDS SI Directory Certificate as "Registered" in ISIP TRIAL	Listing on MEIDS Website included detailed SI profile Identification as "Enrolled" on MEIDS SI Directory Certificate as "Enrolled" in SIP	Preferred placement on the MEIDS SI Directory. Identification as "Certified" on MEIDS System Integrator Listing Certificate as "Certified" in SIP	Priority placement on the MEIDS SI Directory Identification as "Gold Certified" on MEIDS System Integrator Listing Certificate as "Gold Certified" in SIP
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**Program Level Table Notes:**

- (1) Discounts only apply to direct transactions with Company, consult your local Channel for regional policies. Discounts do not apply to QPS or any third-party products.
- (2) Fees due annually for Enrolled and Certified SIs. Registered and Gold SIs must notify Company annually to renew their SI program participation and be issued new consignment licenses.
- (3) **Trained Personnel:** **Trained** personnel include i) technical or engineering personnel who have successfully completed at least one official Product training course in the past 18 months; or ii) sales personnel with a working knowledge of Product marketing materials who are competent to present, propose and price the Products.

**Reference Sites:** A reference site is defined as a fully operational customer installation of the Products. Company will contact the customer to verify the references. The customer must be satisfied with the installation. All reference sites must be registered via email to [siprogram@iconics.com](mailto:siprogram@iconics.com).

**Success Story:** A Success Story is published by Company describing a successful installation with a registered reference site customer. Customer must agree in writing to be accessible for a reasonable number of inquiries from Company in connection with Success Story.

**Consigned Product – Enrolled level and above**

Each SIP Software License Key is a Consigned Product license that includes configuration and runtime licensing for Products as described in table below.

The current versions of software products are included; prior versions may be provided upon SI request to [orders@iconics.com](mailto:orders@iconics.com)

**SIP GENESIS Consigned Licenses (12-month limit)**

**GENESIS V11 Plus edition, 12-month limit**

- 1 GENESIS Plus license with unlimited tags including:
  - 1 Additional node
- Notify and Automatic option
- Advanced option
- Analysis option
- Infrastructure option
- API Access + Data Explorer unlimited tags

**GENESIS64 V10 Configuration and Runtime License, 12-month limit**