PARTNER PROGRAM APPENDIX
TRUSTED AI CHAMPION

This is a Trusted AI Champion Partner Program Appendix ("**Referral Partner Appendix**") and together with a Partner Acceptance Form and Partner Terms forms an Agreement (as defined in the Partner Acceptance Form) between Partner and Axonis and is subject to the terms and conditions of the Partner Acceptance Form and Partner Terms. Capitalized terms not defined herein have the meaning set forth in the Partner Acceptance Form or Partner Terms.

1. Appointment as Trusted AI Champion Partner

1.1 **Appointment.** The Agreement sets forth the terms and conditions under which Partner is authorized to act as a Axonis referral partner. Subject to Partner's compliance with the terms and conditions of the Agreement, Axonis grants Partner a non-exclusive, non-transferable, revocable right to demonstrate, market and promote the Axonis Offerings to End Customers during the Term and within the Territory specified in the Partner Acceptance Form. "End Customer" means an individual or entity that purchases the Offerings solely for their own internal business use and not for the purpose of resale, redistribution, or provision of services to third parties. The End Customer is intended to be the final user of the Offerings, utilizing them exclusively for their own operational needs and benefits.

1.2 **Axonis Offerings.** "**Offerings**" means the Axonis software and services listed in the Partner Acceptance Form, as well as any other Axonis-branded offerings agreed to by the parties. "**Documentation**" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information, whether distributed in print, electronic or video format.

1.3 **Conflicts of Interest.** Partner represents and warrants that, to the best of its knowledge, as of the Effective Date of the applicable Partner Acceptance Form and throughout the Term, neither Partner nor any of its directors, officers, employees, or agents has any conflicts of interest with Axonis that would impair their ability to act in the best interest of Axonis or that would otherwise interfere with their ability to fulfill their obligations under the Agreement. Partner agrees to promptly disclose to Axonis any situation that may arise during the Term which could constitute a conflict of interest.

1.4 **Use of Partner Content.** Partner retains ownership of all content it creates or provides under this Agreement. However, by providing such content to Axonis, Partners hereby grant Axonis a non-exclusive, royalty-free, perpetual license to use, reproduce, modify, distribute, and publicly display the content, with appropriate attribution to Partner, in any of Axonis' marketing, promotion, and sales efforts.

2. Partner Benefits

2.1 **Recognition as a Trusted AI Champion.** During the Term, Partner may publicly identify itself as an "Axonis Trusted AI Champion." This designation may be used in marketing materials, business communications, and promotional activities, provided that such use is in accordance with the terms and conditions of the Agreement and does not misrepresent the relationship or the rights granted in the Agreement. Partner must ensure that all use of this designation maintains the integrity and reputation of Axonis and complies with any branding guidelines provided by Axonis.

2.2 **Partner Enablement Materials.** Axonis will offer material designed to help Partner Personnel learn about the Offerings, sales process, competitors, and Partner program throughout the Term ("**Partner Enablement Materials**"). Partner Enablement Materials may include live or recorded webinars, training classes, private enablement sessions, product demonstrations as well as reusable assets like recordings, sales playbooks, cheat sheets, and battlecards. Subject to the terms and conditions of the Agreement, Axonis hereby grants Partner a limited, non-exclusive, nontransferable, non-sublicensable right during the Term to access Partner Enablement Materials solely for internal training of Partner personnel. Except as otherwise expressly stated herein, Partner Enablement Materials received as part of a live or recorded training session may only be used internally by the Partner personnel.

2.3 **Sales Support.** Axonis will provide Partner with sales support for leads that have been accepted through the Deal Registration Process, as set forth in Section 4.1. This support may include, but is not limited to, access to Axonis sales personnel, product demonstrations, and joint sales calls, subject to the terms and conditions of the Agreement. Axonis will use commercially reasonable efforts to assist Partner in converting accepted leads into successful sales opportunities.

2.4 **Marketing Spotlights.** Axonis may, at its sole discretion, provide Partner with occasional marketing spotlights. These spotlights may include features in Axonis' newsletters, social media channels, or other promotional materials to highlight Partner's achievements, innovations, or successful collaborations with Axonis. The timing, content, and format of such marketing spotlights will be determined by Axonis and are subject to change. Partner acknowledges and agrees that Axonis has no obligation to provide any specific number or type of marketing spotlights during the Term.

2.5 **Partner Benefit Changes.** Axonis reserves the right to update Partner Benefits on an ongoing basis.

3. Partner Obligations

3.1 **Marketing.** Partner shall at its own expense:

(a) market, advertise, promote, and solicit the sale of Offerings to prospective and existing End Customers consistent with good business practice, in each case using its commercially reasonable efforts to maximize Offering sales volume in the Territory;

(b) develop sufficient knowledge of the industry and products competitive with such Offering (including specifications, features, and benefits) so as to be able to explain in detail to prospective and existing End Customers the differences between the Offering and competing products;

(c) initiate and attend sales calls and meetings with prospective and existing End Customers;

(d) develop and execute a sales and marketing plan sufficient to fulfill its obligations under each Agreement;

(e) observe all reasonable and lawful directions and instructions given to Partner by Axonis in relation to the marketing, advertisement, and promotion of the Offerings;

(f) market, advertise, promote and solicit the sale of the Offerings in its own name and conduct business in a manner that reflects favorably at all times on the Offerings and the good name, goodwill, and reputation of Axonis and will, at all times, avoid misleading, illegal, or unethical business practices;

(g) promptly notify Axonis of, and provide, upon Axonis' request, reasonable assistance to address and investigate, any complaint or adverse claim about any Offering or its use of which Partner becomes aware;

(h) promptly notify Axonis of, and provide, upon Axonis' request, reasonable assistance to address and investigate, any circumstances indicating an End Customer's inability or refusal to make payment to Axonis;

(i) promptly forward to Axonis (without deduction) any amount received from an End Customer with respect to sales of Offerings, with endorsements if necessary;

(j) refrain from making any claim or representation relating to the performance or functionality of the Offerings other than as expressly set forth by Axonis in the Documentation; and

(k) confer periodically with Axonis, at Axonis' request, on matters relating to market conditions, sales forecasting, product planning and promotional marketing strategies.

3.2 **End User Purchases**

(a) All purchases of Offerings solicited by Partner from End Customers are subject to approval, rejection or modification by Axonis. Partner acknowledges that Axonis' exercise of discretion may result in no Commission owed, or a reduction, or delay in the payment of Commission owed, to Partner under an Agreement. Without limiting the generality of this Section, Partner shall have no authority to enter into any contract or other agreement on behalf of Axonis or to otherwise bind Axonis to sell or deliver any Offering to an End Customer. Partner shall promptly notify Axonis with respect to all sales prospects in the Territory, including forwarding to Axonis all End Customer proposed purchase orders, requests for quotation and sales inquiries.

(b) Partner acknowledges that Axonis will require each End Customer to sign or otherwise assent (in a manner acceptable to Axonis) to Axonis' end customer agreement, as updated by Axonis from time to time ("**End Customer Agreement**"), as a condition to the sale of the Offering to such End Customer. An "**End Customer**" is a purchaser who has acquired an Offering for its own internal business use and without the right to resell, remarket or otherwise distribute Offering.

(c) If Partner becomes aware of any violation of an End Customer Agreement, Partner will notify Axonis promptly and will reasonably assist Axonis in its efforts to enforce the terms of the End Customer Agreement.

4. Deal Registration

4.1 **Deal Registration Process:** Partners are encouraged to register potential sales opportunities to pursue in partnership with Axonis. Partners can register deals by providing the required information in the Partner Deal Registration form. Axonis will review all information provided in the registration form and make efforts to provide a confirmation of receipt within five (5) business days. The confirmation of receipt will contain an explicit acceptance or rejection of the registered sales opportunity including confirmation of eligibility for exclusivity, sourcing fees, and required next steps. On acceptance, the registering Partner will be referred to as the Sourcing Partner.

4.2 **Rejection Reasons:** Axonis may reject a registered opportunity in its discretion, including for the following reasons: (i) the information provided is insufficient to properly identify the potential End Customer account or stakeholder; (ii) Axonis is already engaged in an active sales cycle with that potential End Customer directly or through a different Partner.

4.3 **Deal Registration Exclusivity Term:** For all registered sales opportunities where Partner receives confirmation and acceptance, Axonis commits to exclusively pursue that opportunity with the registering Partner for a period of 180 days. Axonis will not attempt to pursue or sell registered and accepted opportunities either directly or via a different Partner during this exclusivity period. The initial 180 days immediately following deal registration confirmation and approval is the "**Deal Registration Exclusivity Term**".

4.4 **Waiving Deal Registration Exclusivity:** Exclusivity for registered opportunities may be waived at Axonis' discretion based on certain potential End Customer-initiated actions: (i) if a potential End Customer identified through the deal registration solicits pricing information directly from Axonis or through a different partner; or (ii) if a potential End Customer identified through deal registration issues a formal procurement process seeking multiple bids.

4.5 **Partner Influence:** In some cases, multiple partners may be present and engaged in the same account. Axonis may work with these partners to influence deals. Such partners may influence the deal in the following ways: (i) engaged in influencing the potential End Customer's technical decisions; (ii) engaged in influencing the potential End Customers business or purchasing decisions; (iii) are an incumbent in the potential End Customer account responsible for managing existing systems or delivery; or (iv) are engaged in the delivery of a solution including the Offering. These partners are referred to as "**Influencing Partners**". An existing Influencing Partner may become a Sourcing Parter by being accepted following the Deal Registration Process (see Section 4.1).

5. Commission

5.1 **Commission Rate.** Subject to Section 5.2, Axonis shall pay Partner a commission ("**Commission**") for its services for all sales of Offerings to End Customers solicited by Partner pursuant to the terms of this Agreement, in the amount equal to the percentage of the Net Sales Price listed in the Partner Acceptance Form of such sale under the applicable order form, statement of work or other written evidence of purchase of Offerings by such End Customer (each a "**Purchase Contract**") during the first year of that Purchase Contract. "**Net Sales Price**" means the net sales price (exclusive of sales tax and after applying any discounts, credits, rebates or adjustments) of the Offerings sold pursuant to a Purchase Contract, as reflected on the invoice applicable to such sale, exclusive of any other amounts (if any) set forth on such invoice. For purposes of clarification, Net Sales Price does not include: (a) the value of any items that may be furnished to Axonis by others without cost to Axonis for its incorporation into the Offerings; (b) the value of any items that may be furnished by Axonis to End Customer without cost to End Customer (for example, samples, prototypes, or free products furnished as part of any advertising or promotions program); (c) any payments that Axonis may receive under the Purchase Contract for services, technical assistance, technical data, or documentation that may be furnished to the End Customer by Axonis; and (d) any reimbursement that may be received by Axonis under the Purchase Contract for taxes, customs, duties, and the like, as well as the cost of packing, crating, transportation, and insurance during such transportation if separately charged to End Customer.

5.2 **Commission Payment Terms.**

5.2.1 **Deal Registration.** To earn a Commission relating to any Purchase Contract, Partner is required to register the potential transaction and receive acceptance through the Deal Registration Process (see Section 4.1).

5.2.2 **Payment Trigger.** Commissions become payable to Partner only at such times and only to the extent that Axonis actually receives unconditional payment from End Customer under the corresponding Purchase Contract. If End Customer makes payments to Axonis in increments or installments, Axonis shall pay Partner a pro rata Commission corresponding to the incremental or installment payments of the Net Sales Price.

5.2.3 **Payment Timing.** Axonis shall pay the Commission owed for the immediately preceding fiscal quarter to Partner within 30 days of the end of each of such fiscal quarter. If Commissions earned during a quarter are less than US$1,000, Axonis may defer payment of such Commission until after the fiscal quarter in which unpaid Commissions exceed US$1,000.

5.2.4 **Payment Currency and Method.** Axonis shall make all Commission payments in US Dollars or the local currency of the Purchase Contract (in Axonis' sole discretion) by check or wire transfer.

5.2.5 **Exceptions.** In addition, for purposes of clarification, Partner shall not be entitled to any Commission or other compensation: (i) corresponding to any amount of the purchase price of a Purchase Contract that is not part of the Net Sales Price; (ii) for any sale made to an Excluded Customer; (iii) to the extent that Axonis takes any action that reduces the Net Sales Price payable by any End Customer pursuant to Section 3.2(a) or otherwise; or (iv) that contravenes applicable law.

5.2.6 **Disputes**. Partner shall notify Axonis in writing of any dispute regarding any Commission payment (along with substantiating documentation) within ten (10) business days from the Partner's receipt of such Commission. Partner will be deemed to have accepted all Commissions as correct and full payment for the applicable quarterly period for which Axonis does not receive timely notification of disputes. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Partner shall continue performing its obligations under this Agreement during any such dispute.

5.2.7 **Setoff Right**. Axonis may withhold payment of any amounts due and payable under an Agreement by reason of any setoff of any claim or dispute with Partner, whether relating to Partner's breach, bankruptcy or otherwise.

6. Trademarks Authorized for Use

6.1 As used in the applicable Agreement, the terms "Axonis Marks" mean the trademarks owned by Axonis that are set forth in Exhibit A. The license and use of the Axonis Marks by Partner is subject to the terms and conditions of the Agreement.

7. Term

7.1 **Term.** This Referral Partner Program Appendix will begin on the Effective Date of the applicable Partner Acceptance Form and will continue for a period of twelve (12) months ("**Term**") unless terminated earlier in accordance with the Agreement. This Referral Partner Program Appendix will automatically renew for successive one (1) year terms unless either party provides written notice of termination no less than thirty (30) days before the anniversary date.

EXHIBIT A
AXONIS MARKS