

ROCKWELL AUTOMATION INTEGRATION AGREEMENT

This Rockwell Automation Integration Agreement ("Agreement") is entered into as of January 1, 2023, by and between:

ControlSync Solutions, a Delaware corporation with principal offices at 1200 Innovation Parkway, Austin, Texas 78758 ("ControlSync")

and

Rockwell Automation, Inc., a Delaware corporation with principal offices at 1201 South Second Street, Milwaukee, Wisconsin 53204 ("Rockwell")

RECITALS

WHEREAS, ControlSync is a leading provider of industrial automation software solutions specializing in predictive maintenance and operational intelligence platforms;

WHEREAS, Rockwell Automation is a global leader in industrial automation and digital transformation technologies;

WHEREAS, the parties desire to establish a comprehensive integration partnership to enhance their respective technological capabilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1.1 "Integration Services" shall mean the technical and commercial collaboration activities designed to create seamless interoperability between ControlSync's software platform and Rockwell's control systems.

1.2 "Confidential Information" shall include all proprietary technical specifications, business strategies, customer data, and intellectual property shared between the parties during the course of this Agreement.

1.3 "Technical Specifications" refers to the detailed technical requirements and integration protocols outlined in Exhibit A.

2. SCOPE OF INTEGRATION

2.1 Technical Integration ControlSync shall develop and maintain software connectors compatible with Rockwell's Allen-Bradley PLC systems and SCADA infrastructure, ensuring real-time data exchange and operational monitoring capabilities.

2.2 Compatibility Requirements The integration shall support: - Seamless data transmission between ControlSync's cloud platform and Rockwell control systems - Real-time performance monitoring and predictive maintenance alerts - Standardized communication protocols meeting industry best practices

3. COMMERCIAL TERMS

3.1 Revenue Sharing The parties shall share revenue generated from joint integration solutions as follows: - ControlSync: 60% of subscription revenues - Rockwell: 40% of subscription revenues

3.2 Pricing Structure Joint solution pricing shall be determined collaboratively, with initial pricing set at \$250 per user per month for enterprise customers.

4. INTELLECTUAL PROPERTY

4.1 Ownership Each party shall retain exclusive ownership of its pre-existing intellectual property.

4.2 Joint Development Any jointly developed technologies shall be co-owned, with equal rights to commercialization and licensing.

5. CONFIDENTIALITY

5.1 Protection Standard Each party shall maintain strict confidentiality, applying no less than reasonable commercial standards of protection.

5.2 Permitted Disclosures Confidential Information may be disclosed: - To employees with a legitimate business need - As required by legal proceedings - With prior written consent of the disclosing party

6. WARRANTY AND LIABILITY

6.1 Performance Warranty Each party warrants that its contributions shall meet industry-standard technical specifications and performance metrics.

6.2 Limitation of Liability Total aggregate liability shall not exceed the greater of: - \$500,000 - Total contract value for the preceding 12-month period

7. TERM AND TERMINATION

7.1 Initial Term This Agreement shall remain in effect for an initial period of 36 months from the effective date.

7.2 Renewal The Agreement may be renewed for successive 24-month periods upon mutual written agreement.

8. MISCELLANEOUS

8.1 Governing Law This Agreement shall be governed by the laws of the State of Delaware.

8.2 Dispute Resolution Any disputes shall be resolved through binding arbitration in Milwaukee, Wisconsin.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CONTROLSYNC SOLUTIONS

By: _____ Name: Elena Rodriguez Title: Chief Executive Officer

ROCKWELL AUTOMATION, INC.

By: _____ Name: Michael Thompson Title: President, Global Partnerships

[Exhibits and Appendices to follow]