These Terms and Conditions for purchase of Goods and/or Services by Siemens in the USA ("Terms") and all documents attached hereto or referenced herein ("Exhibits"), including the Purchase Order form, amendments or change orders if any, shall constitute the contract for the Goods/Services purchased by Customer (collectively "Purchase Order"). "Customer" means the Siemens entity identified in the Purchase Order. "Supplier" means the party identified in the Purchase Order. Supplier and Customer are authorized to do business or maintain a registered agent in the USA.

Customer and Supplier are, individually, referred to as a "Party" and, collectively as the "Parties". "Affiliate" means, with respect to a Party, any other party who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party; provided, however, such party shall be deemed to be an Affiliate only as long as such control exists. For purposes of this definition, "control" (of a corporation, company or other entity) shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise. Notwithstanding the foregoing, for Siemens, "Affiliate" shall also include any Carved-out unit. "Carved-out Unit" shall mean any company, in which Siemens or an Affiliate of Siemens directly or indirectly holds a minority interest of at least 10 (ten) percent and (i) which formerly was an Affiliate of Siemens, or (ii) which operates a business which was formerly operated by Siemens or an Affiliate of Siemens and was transferred to such company, or (iii) which is an Affiliate of a company as specified in (i) or (ii) above, if and as long as that Siemens has not informed the Supplier that such company shall not be deemed a Carved-out Unit for the purpose of this Purchase Order. "Representatives" mean a Party's and its respective Affiliates' directors, officers, employees, agents, representatives and/or subcontractors. "Goods" mean products, materials, raw materials, supplies, equipment, information, Work Product, data, drawings, designs, specifications, reports and/or off-the-shelf software furnished by Supplier hereunder. "Services" mean the tasks/deliverables to be provided/performed by Supplier as set forth in the Purchase Order. The Purchase Order is effective and is expressly conditional upon Supplier's assent to all terms and conditions in the Purchase Order that are different from or additional to those stated in Supplier's quotation, proposal, or other offering documents. Customer hereby gives notice of objection to any different or additional terms offered by Supplier in any response to this Purchase Order. Shipment of any Goods or the performance of any Services by Supplier shall be deemed to constitute Supplier's assent to this provision.

1. COMMUNICATIONS AND CHANGE ORDERS

(A) All written communications shall (i) be directed to the addresses set forth in the Purchase Order, (ii) refer to the Purchase Order number and (iii) be delivered in accordance with this Purchase Order.

(B) If Customer requires modifications to the Goods/Services, the Parties shall negotiate an equitable adjustment in the form of a change order or amendment. Supplier shall not make any changes without Customer's prior written consent.

2. PRICING, TERMS OF PAYMENT, TAXES AND DUTIES

(A) The purchase price set forth in the Purchase Order shall be in US Dollars, shall be firm and shall include Supplier's overhead, insurance, packaging, storage and shipping, wages and other amounts owed to Supplier's Representatives, including all administrative and travel expenses, taxes, customs, tariffs and all other costs, and expenses (including transfer pricing) applicable to the Goods/Services. The purchase prices for Goods (both tangible and intangible) and Services shall be separately stated.

(B) Customer shall not be responsible for the payment of any taxes, customs, tariffs, fees or duties other than those required to be paid by Customer under Applicable Law (defined below) and which are clearly itemized on Supplier's invoice(s). Customer shall provide tax exemption certificates or other applicable tax documents as reasonably requested by Supplier.

(C) Unless otherwise set forth in the Purchase Order, invoices are due and payable net one hundred and twenty (120) days after receipt of the Goods (including all documents required in the Purchase Order), performance of the Services, and a receipt of a correct undisputed invoice by Customer. Payment(s) shall be by electronic banking method identified in the Purchase Order.

3. TITLE, RISK OF LOSS, DELIVERY

(A) Title to Goods, and title or license to Services, shall pass to Customer at the earlier of (i) payment by Customer or (ii) receipt of the Goods/Services by Customer per the delivery terms in the Purchase Order. In the event of advance or progress payments, Supplier shall (a) reasonably identify or otherwise mark the Goods/Services as Customer's property; (b) sign and deliver such documents for Customer to confirm that title or license has passed to Customer; and (c) if requested by Customer, provide an advance payment bond acceptable to Customer. Goods/Services shall be delivered free and clear of all liens or claims.

(B) For Goods purchases, the Purchase Order shall state the (i) mode, manner, and timing of delivery to Customer, its end user(s) or designee(s) and (ii) address of final destination. If shipping terms are not specified on the Purchase Order, Goods shall be delivered FCA (Supplier's premises identified in the Purchase Order). For any shipping term that does not specify the origin, origin shall refer to the Supplier's premises identified in the Purchase Order. Unless otherwise specified in the Purchase Order for U.S. Suppliers, in no event shall Customer be responsible for the payment of any taxes, customs, tariffs, fees, or duties incurred due to Supplier's vendors being located outside of the United States. Regardless of the shipping terms used, risk of loss to the Goods shall remain with Supplier until Goods are in the possession, custody and control of Customer. Delivery of Goods shall be governed by Incoterms® 2020.

(C) Shipments sent C.O.D. without Customer's written consent will not be accepted and will be at Supplier's risk. Supplier is instructed to ship only the quantities specified in the Purchase Order. Any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by Customer only pursuant to a duly executed amendment or change order as set forth in Section 1(B). Customer reserves the right to return, without liability, any over-shipment at Supplier's expense.

(D) Supplier shall comply with Customer's delivery dates at its sole cost unless the Parties otherwise agree in writing. If a delay originates with Supplier or its Representatives, Supplier shall be solely responsible for expedited delivery and other charges to meet delivery dates. Goods shipped in advance of Customer's delivery dates may, at Customer's option, be returned to Supplier at Supplier's expense. Customer reserves the right to delay shipment of the Goods for up to thirty (30) days at no additional cost.

4. INSPECTION AND QUALITY CONTROL

Customer, its Representatives and/or end user(s) may inspect, test, reject or accept Goods/Services during manufacture or performance. If inspections/tests are made on Supplier's premises, Supplier, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of Customer's inspectors. Customer']s

inspections/tests will not unduly interfere with Supplier's business. Supplier shall maintain quality control and inspection systems as mutually agreed upon by the Parties and provide Customer with quality assurance documentation, manuals or certifications. Notwithstanding prior inspection or testing, payment, or passage of title, all Goods/Services shall be subject to final inspection and written acceptance at final destination, with such rights of inspection/rejection being in addition to any other rights or remedies of Customer under this Purchase Order or Applicable Law. If Customer rejects all or part of the Goods, Customer may return Goods to Supplier, at Supplier's sole risk and expense, for rework or replacement, and Supplier shall ship conforming Goods within ten (10) days of Supplier's receipt of the rejected Goods. If Customer determines, in its sole discretion, that Supplier is unable to rework or replace Goods within the time required by Customer, Customer may: (A) rework or have another supplier rework the Goods, the cost of such rework to be paid by Supplier; (B) return Goods to Supplier for full credit and obtain replacement from an alternate source, at Supplier's expense; or (C) produce replacement Goods at Supplier's expense. All Services found to be defective or nonconforming shall be re-performed at Supplier's expense.

5. GOODS AND SERVICES WARRANTY

(A) GENERAL WARRANTIES: Supplier represents and warrants that it shall perform the Services and furnish the Goods in a professional and workmanlike manner, and the Goods/Services furnished hereunder

(1) shall (i) be new and of merchantable quality, (ii) be fit for and capable of the intended use; (iii) be of high quality and free from any defect or nonconformity in design, workmanship or materials; (iv) not be government or commercial surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, and (v) strictly conform to the requirements of this Purchase Order, Customer's specifications, drawings, samples and other descriptions or instructions furnished by Supplier or Supplier's Representatives, generally accepted professional, engineering, manufacturing and/or technology standards, and Applicable Law; in each instance, until the later of eighteen months after the Goods are first placed into service or thirty-six (36) months after delivery, and in the case of Services, eighteen (18) months after the completion of the Services;

(2) (i) are free of any liens, encumbrances or claims, (ii) are free of Asbestos, Asbestos containing materials, or any other materials prohibited by Applicable Laws; (iii) bear all markings, labels, warnings, notices or other information required under Applicable Law; and (iv) do not contain any substance prohibited by national or international regulations applicable to the Supplier or Customer, or at the point of delivery;

(3) do not (i) infringe, violate or misappropriate any intellectual property right(s) of third parties or (ii) violate Applicable Laws; and

(4) Supplier has all of the rights, permits, licenses and authority necessary to perform its obligations hereunder.

(B) TECHNOLOGY WARRANTIES: Supplier further represents and warrants that (i) Goods/Services including any software, related documentation, updates furnished hereunder and the media it is delivered on, or any "Software as a Service" or "Cloud" service, have been scanned for viruses and other malicious code and have been found to be free from viruses and malicious code; and (ii) the Goods/Services do not (a) grant access to servers, systems or programs of Customer, its Affiliates or Representatives or Customer's end user customers by person(s) other than Customer, its Affiliates or Representatives or (b) contain any program, routine, code, device

or other undisclosed feature including but not limited to a time bomb, ransomware, virus, software lock, trojan horse, worm or trap door ("Disabling Feature") that is designed to delete, disable or interfere with the Goods/Services, infect the host or perform an unauthorized process, and if any Disabling Feature is discovered or reasonably suspected to be present, Supplier shall immediately notify Customer and, at its sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

(C) For a breach of Supplier's warranty, Customer's remedies shall include but not be limited to Supplier's correction of any nonconformity with the warranty at its sole expense, and at the sole discretion of Customer, Supplier shall promptly (i) repair or replace the nonconformity (and correct any plans, specifications, or drawings affected); (ii) furnish Customer or its end users any materials, parts and instructions necessary to correct the nonconformity, including reimbursement for Customer's costs; or (iii) pay Customer a mutually agreed portion of the Purchase Order price. Customer shall also be entitled to recover all costs and expenses incurred directly by Customer, its Representatives or payable to third parties, including additional costs of Customer's personnel or other labor, evaluation, re-working or scrapping, or transportation costs, or costs incurred in removing defective or nonconforming Goods/Services from property, equipment or products from property or premises where they have been incorporated.

(D) The warranty with respect to any corrected Goods/Services shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Goods/Services shall be the longer of (i) one year from the date of repair or replacement or (ii) until the end of the original warranty period.

(E) Customer's approval of Supplier's samples, prototypes or first articles shall not be construed as a waiver of any express or implied warranty.

(F) In addition to any other obligations set forth in this Article 5, Supplier shall pass through all assignable third-party manufacturers' warranties applicable to Goods/Services furnished by Supplier. In the event a thirdparty warranty is not assignable, Supplier shall enforce its warranty against a third party at Supplier's expense upon Customer's reasonable request. Supplier shall immediately notify Customer in writing of product recalls and/or product safety notices that concern the Goods/Services.

(G) Customer shall have the right to assign all Supplier warranties under this Purchase Order to third parties including Customer's customers/end users who shall have all rights to enforce such warranty.

6. CUSTOMER FURNISHED PROPERTY

The term "Customer Furnished Property" shall mean all tools, patterns, equipment, materials or other property which is either supplied by or on behalf of Customer or its Representatives to Supplier to perform the Services or furnish the Goods, or purchased by Customer from Supplier which is to be "delivered in place" and stored at Supplier's facility. Title to Customer Furnished Property shall remain with Customer and risk of loss shall be with the Party who has possession. For Customer Furnished Property in Supplier's possession, custody or control, Supplier shall insure against loss and damage in an amount equal to full replacement cost. Customer Furnished Property shall carry no guarantee or warranty, express or implied. Supplier shall not use Customer Furnished Property on any work other than the Goods/Services. Supplier shall clearly mark Customer Furnished Property to show Customer's ownership and prevent a lien, encumbrance or challenge to Customer's title thereto. Supplier shall, at its own expense, maintain and repair Customer Furnished Property returning it to Customer in the condition in which received, reasonable wear and tear excepted. Upon expiration or termination of the Purchase Order, Supplier shall dispose of Customer Furnished Property as Customer directs in writing. Customer reserves

the right to abandon Customer Furnished Property at no additional cost to Customer. This Purchase Order shall remain in effect so long as Supplier possesses Customer Furnished Property.

7. PACKAGING

(A) Except where the Purchase Order includes alternative requirements, Supplier shall be responsible for packaging Goods, and the clear and conspicuous marking of Goods and packaging, in accordance with Applicable Law, industry standards and in a manner sufficient to permit efficient handling, to provide adequate protection and comply with requirements of carrier and Applicable Law.

(B) Packing slips identifying the Purchase Order number and part number must accompany each shipment. The exterior of each shipping container or package will be clearly marked with Customer's Purchase Order number and country of origin, which shall also be marked on Goods, and any specified packaging/marking requirements stated in the Purchase Order, in a clear, conspicuous and permanent manner. Supplier shall provide all necessary shipping documents, including, but not limited to, customs invoices and packing lists in accordance with Customer's requirements and Applicable Law. Damages and costs incurred by Customer, its Representative or end user resulting from Supplier or its Representative's failure to comply with this Section shall be paid by Supplier. If Supplier imports wood packaging materials, in accordance with 7 CFR 319.40, Supplier warrants that such wood packaging material is treated and marked under an official program developed and overseen by the National Plant Protection Organization in the country of export.

8. INTELLECTUAL PROPERTY

(A) Ownership: Each Party shall retain all right, title and interest it may have with respect to Items acquired or developed before the effective date or independently of this Purchase Order. "Items" means ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models, instructions, specifications, technical information, computer programs including software (in source and object code forms), firmware and related operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans, outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable.

(B) As between the Parties, Customer shall be the sole owner of and shall have all right, title and interest in all Work Product, including all related copyright, patent and other intellectual property rights, including without limitation, any derivative works, or inventions or trademarks relating to existing intellectual property. "Work Product" means all Items and any other work product conceived, created, developed, produced, prepared, collected, compiled or generated by Supplier, its Affiliates or Representatives in connection with performing the Services or producing the Goods including but not limited to modifications and improvements thereto and any output created by using artificial intelligence. Supplier shall not cause or permit any Work Product to be subject to any lien or encumbrance. Supplier hereby, irrevocably, in perpetuity and without further consideration, assigns to Customer all right, title and interest that Supplier, its Affiliates and/or Representatives has or may have in the future anywhere in the world in all Work Product.

(C) Works made for Hire: Customer will be considered the "person for whom the work was prepared" for purposes of determining the authorship of any copyright in Work Product, and all copyrightable aspects of Work Product will constitute "works made for hire" as that term is defined under Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, as amended ("Copyright Act"), or analogous provisions under other Applicable Laws, and will be owned exclusively by Customer upon creation. If (and to the extent) any of the foregoing (or any part or element

thereof) is found as a matter of law not to be a "work made for hire" under Applicable Laws, Supplier hereby irrevocably, in perpetuity and without further consideration, assigns to Customer (its successors and assigns) all right, title and interest that Supplier has or may have in the future in and to all United States and foreign copyrights in Work Product and all copies thereof.

(D) Disclosure; Further Assurances: Supplier shall disclose and describe all Work Product to Customer and, promptly upon Customer's request, provide any requested information or documentation related to Work Product. Upon Customer's request, Supplier will execute and deliver to them all documents and provide all testimony necessary to register and enforce intellectual property rights in Work Product solely in the name of Customer (or its designee). Supplier irrevocably designates and appoints Customer (or its designee) and its legal representatives and nominees, as Supplier's agent and attorney-in-fact to prosecute and enforce any applications and intellectual property rights as to Work Product.

(E) Supplier shall promptly disclose, and hereby grants to Customer, a non-exclusive, freely transferable, royalty-free, fully paid-up, worldwide, license in and to, all Items owned or licensed by Supplier which are necessary for the use and enjoyment by Customer of Goods/Services and Work Product hereunder. Such license covers perpetual software license for software used in or required for the operation of Goods/Services, including but not limited to all modifications or additions to software, any output created by using artificial intelligence, as well as all related documentation and technical information. Any software maintenance or support service shall be the subject of an Exhibit to this Purchase Order. The license granted herein includes the use of Goods/Services, including any output thereof, for the purpose of training artificial intelligence

(F) Supplier shall not embed or incorporate any third-party Items into Goods/Services without Customer's prior written consent and Supplier's providing to Customer and/or its end users a list of third-party software or other intellectual property contained within or necessary to use Goods/Services together with royalty-free, paidup licenses to Customer, its Affiliates and its or their end user(s).

9. INDEMNIFICATION

(A) Supplier shall indemnify, defend and hold harmless Customer, its Affiliates, and their Representatives and assigns from and against all claims, suits, causes of action, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions including but not limited to reasonable attorneys' fees and court costs (collectively "Claims") concerning (i) death, personal injury, or property damage arising or resulting from (a) Supplier or its Representative's negligence or willful misconduct, or (b) the Goods/Services furnished hereunder; (ii) nonpayment of wages, benefits, fees, amounts owed, and/or any taxes (including penalties and interest) associated therewith arising from Supplier's Representatives, suppliers, contractors, and/or materialmen which may include liens or encumbrances on the Goods/Services or the premises on which located; (iii) a challenge to Customer's title to the Goods/Services; (iv) infringement or misappropriation of any third party's intellectual property rights in connection with the Purchase Order or Customer's, its Representatives or Customer's end user's use of the Goods/Services; (v) violation of Applicable Law; (vi) damage or loss to, or arising out of, or resulting from Customer Furnished Property; (vii) breach of the Siemens Data Privacy Requirements, if applicable; or (viii) breach of this Purchase Order by Supplier or its Affiliate(s) or Representative(s).

(B) If Customer receives written notice of a Claim, Customer shall give prompt written notice to Supplier. Customer's delay or deficiency in notifying Supplier shall not relieve Supplier of liability or obligation unless such delay materially impacts the defense of the Claim. If the settlement of a Claim may result in ongoing liability to or detrimentally impacts Customer, its Affiliates, Representatives or end users, then such settlement shall require

the prior written consent of Customer. Customer may have its own counsel at Customer's cost at all related proceedings.

(C) In case either Party reasonably believes the Goods/Services, or any part thereof, may be the subject of an intellectual property Claim, Supplier shall at its own expense: (a) procure Customer, its Representatives and/or end user's right to continue using the Goods/Services; (b) replace with substantially equivalent noninfringing Goods/Services; or (c) modify the Goods/Services in compliance with Applicable Laws so it becomes non-infringing.

(D) Supplier expressly and specifically waives its immunity under applicable workers' compensation and/or industrial insurance laws regarding liability against Customer, its Affiliates or its or their end users for Claims brought by Supplier's employees against any of them.

10. CONFIDENTIALITY

(A) Both during and after the term of this Purchase Order, the Parties will treat as confidential all information in any form (including copies or restatements thereof) relating to, without limitation, the intellectual property, know-how, Items, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, inputs when using artificial intelligence and materials or outputs derived therefrom, user identification numbers or passwords of a Party, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information of a Party hereto marked "Confidential" or other similar markings ("Confidential Information"). Customer has the right to share confidential information with its Affiliates and Representatives, customers in connection with transactions involving or related to the Goods and Services provided hereunder, provided those recipients are subject to the same confidentiality obligations set forth herein.

(B) Receiving Party shall refrain from disclosing and/or using disclosing Party's Confidential Information other than to perform its obligations under the Purchase Order. Receiving Party shall be responsible for any breach of the confidentiality obligations hereunder by its Affiliates or Representative(s). These confidentiality restrictions shall not apply to information which (i) is or becomes generally known to the public, without the fault of the receiving Party; (ii) is disclosed to the receiving Party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving Party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving Party upon the date of this Purchase Order; (iv) was independently developed by receiving Party or its representatives, as evidenced by written records, without the use of disclosing Party's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the Party required to disclose by law will promptly advise the disclosing Party of any requirement to make such disclosure to allow the disclosing Party the opportunity to obtain a protective order and assist the disclosing Party in so doing. An individual who is a Supplier Representative will be immune from liability for the confidential disclosure of trade secrets (i) to a governmental agency to report a suspected violation of law or (ii) to a court, if the individual complies with the Defend Trade Secrets Act, 18 U.S.C. Section 1833(b).

(C) The Parties will return or destroy Confidential Information of each other within ten (10) days of receipt of a written request, or upon expiration or termination of this Purchase Order. Disclosing Party shall be entitled to specific performance and injunctive relief (including any other remedies at law or in equity) plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this Section.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

In addition to warranties set forth elsewhere in this Purchase Order, Supplier for itself and on behalf of its Affiliates and Representatives hereby represents and warrants for the term of the Purchase Order as follows:

(A) None of Supplier, its Affiliates or Representatives is the target of or designated under any sanctions program that is established by statute or regulation of the United States, by Executive Order of the President of the United States, or by designations of any department or agency of the United States government including but not limited to those designations reflected in the "list of Specially Designated Nationals and Blocked Persons" of the Office of Foreign Asset Control, U.S. Department of the Treasury;

(B) Supplier's Representatives are legally authorized to work in the United States and Supplier shall complete as required by Applicable Law and to retain it for the statutorily designated period.

(C) For Services provided at Customer's, it's end user or third party's premises, Supplier has examined the worksite in order to acquaint itself with the local conditions, including applicable regulations, codes, permits, licenses, registrations, environmental standards, and notification requirements concerning site safety and/or security; and

(D) Supplier has not and will not, absent prior written approval from Customer, take any actions that: (i) create, or purport to create, any obligation on behalf of Customer, or (ii) grant, or purport to grant, any rights or immunities to any third party under Customer's intellectual property or proprietary rights.

12. ENVIRONMENT, HEALTH AND SAFETY

(A) Supplier and its Representatives shall, in addition to other obligations set forth in this Purchase Order (i) comply with Applicable Laws concerning health, the environment, safety, or pertaining to or regulating pollutants, contaminants, or hazardous, toxic or radioactive substances, materials or wastes, including without limitation the handling, transportation and disposal thereof, or governing or regulating the health and safety of personnel, including but not limited to the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act ("TSCA"), as amended (collectively referred to as "EHS Laws") (pollutants, contaminants, substances, materials or wastes as defined under EHS Laws shall be referred to collectively as "Hazardous Materials"); (ii) ensure that Goods/Services comply at all times with EHS Laws in the jurisdiction where Supplier is located, Customer is located, and the place where Customer designates that the Goods be shipped or the Services be performed, (iii) mitigate hazards to the environment and to the health and safety of persons, (iv) ensure the Goods/Services, and any and all parts, components, or material thereof, bear all markings, labels, warnings, notices or other information required under applicable EHS Laws, (v) select and use only equipment, including but not limited to personal protection equipment, that comports with EHS Laws, train its Representatives in the use of such equipment in a safe and lawful manner, and maintain such equipment in good working order at all times, (vi) afford Customer and/or its Representatives access to all records pertaining to environmental, health and safety matters, in any form, pursuant to Customer's audit rights herein, (vii) immediately notify Customer of any incident involving death, injury or damage to any person or property in connection with the Purchase Order, (viii) upon Customer's request, conduct an incident investigation or support such investigation (at Supplier's expense) conducted by Customer, (ix) notify Customer, its end user and/or its or their Representatives of any solid or hazardous waste (as so defined under EHS Laws) generated in the course of Supplier or its

Representative's providing Goods/Services at a Work Site (as defined below) and (x) comply with the substance declarations and other requirements set forth in Exhibit A.

(B) Where the Purchase Order includes the presence of Supplier or its Representatives on the premises of Customer, Customer's end user, or any other location other than the premises of Supplier ("Work Site"), Supplier shall: (1) be solely responsible for the safety, health, medical surveillance, industrial hygiene, training and all other matters relating to safety and health of its Representatives at the Work Site, (2) appoint a competent person as its representative for environmental, health and safety who shall take part in safety discussions with Customer, its Representatives, end user, or the owner of the Work Site, (3) be solely responsible for the handling, use, transportation and disposal of any and all substances regulated under the EHS Laws which Supplier or its Representatives bring onto the Work Site or generate in the performance of this Purchase Order, including but not limited to excess, waste or residue, containers or any of such substances not consumed, and for any spills, releases or discharges of such substances, strictly in accordance with EHS Laws, and (4) ensure Supplier's Representatives participate in any site-specific safety training and comply with all rules and requirements of Customer, its end user, or such other owner of the Work Site.

(C) Prior to commencing any Services at a Work Site, Supplier shall, in accordance with EHS Laws provide and comply with a site-specific health and safety plan, Work Site requirements, and shall make the same available to Customer or its Representatives at Customer's request. If Supplier fails to comply with this Section, Customer may, at its sole option and without limiting its other rights, order Supplier or its Representatives to cease Services until Supplier complies at Supplier's sole cost and expense. If Supplier is unable or refuses to take corrective action hereunder Customer may contract with a third party or otherwise continue such Services at the Work Site and charge Supplier excess cost caused to Customer. Customer shall have the right, at its sole discretion, to remove Supplier or its Representatives from a Work Site for violation of this Section, EHS Laws, or requirements applicable to the Good or Services.

(D) Supplier warrants that every chemical substance or material sold, transferred or delivered under this Purchase Order, including any chemical substance that is or is contained in any Goods/Services, shall, at the time of sale, transfer or delivery, be (1) on the list of chemical substances published by the Administrator of the U.S. Environmental Protection Agency pursuant to TSCA, otherwise known as the TSCA Inventory, or (2) exempted from such list under 40 CFR 720.3038, and (3) able to be lawfully and safely used and transported in any jurisdiction to or through which such Goods will likely be shipped. Without limiting its other obligations, Supplier shall comply with Section 13 of TSCA, including without limitation requirements that importers certify that such substance or material is either in compliance with TSCA (positive certification) or are not subject to TSCA (negative certification) before importing a chemical substance, mixture or article containing a chemical substance or mixture into the USA.

13. TERMINATION

(A) Customer may suspend or terminate for its convenience this Purchase Order upon written notice to Supplier and, upon receipt of notice, Supplier and its Representatives shall, in addition to complying with the requirements of such notice, immediately (i) stop production and delivery of all Goods/Services, (ii) accept no orders for Goods/Services and (iii) protect all Goods/Services under Supplier's control in which Customer may have a full/partial interest. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in Customer's notice. For a terminated Purchase Order, Supplier will provide Customer with written evidence of any costs, if any, Supplier incurred resulting from the termination for convenience within thirty (30) days from the effective date of termination. If the Parties are unable to agree on compensation for such termination, Supplier shall be paid a reasonable termination charge consisting of a percentage of the

Purchase Order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination, with such total amount not to exceed the Purchase Order price.

(B) Without limiting any other termination rights of the Customer set forth in these Terms, a Party may terminate this Purchase Order for cause upon thirty (30) days prior written notice in the event the other Party hereto ("Non-Terminating Party") (i) materially breaches this Purchase Order and fails to cure the breach within this thirty (30) day period or (ii) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such Non- Terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the Non- Terminating Party.

(C) This Purchase Order may be terminated by Customer without penalty immediately upon written notice to Supplier if Supplier or its Representatives violate any EHS Laws or Trade Regulations.

(D) Without limiting Customer's other rights or remedies, if Customer terminates this Purchase Order under (B) or (C) hereof, (i) Supplier shall immediately perform its obligations in (A)(i) through (iii) hereof, (ii) Customer may procure Goods/Services from alternative sources without obligation to Supplier, (iii) Supplier shall pay Customer any additional costs incurred for re-procured Goods/Services and (iv) Customer or its Representatives may enter upon Supplier's premises during business hours to take possession of and remove Customer Furnished Property and Goods to which title has passed to Customer. Regardless of the reason for termination, Customer's total liability to Supplier related to such termination shall not exceed the Purchase Order price of the Goods/Services to which such termination applies.

14. OPEN-SOURCE SOFTWARE

Supplier shall inform Customer on or before the effective date of the Purchase Order, whether the Goods/Services include "Open-Source Software" and identify all third-party software included in the Goods or Services. As used herein "Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or distribution of such software and/ or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following: (i) that the source code of such Software and/or any Derivative Software be made available to third parties; or (ii) that permission for creating derivative works of such Software and/or any Derivative Software be granted to third parties. If Open Source Software is included, Supplier shall deliver to Customer, on or before the effective date of the Purchase Order, (i) a schedule of all Open Source Software files used, indicating the relevant license and including a copy of the complete text of such license; (ii) the source code of the Open Source Software; and (iii) a written declaration that Customer's intended use of the Open Source Software will not be subject to a "Copyleft Effect" which means the Open License Terms require that certain of the Supplier's products, as well as products derived thereby, may only be distributed further in accordance with the terms of the Open License Terms. Should Supplier not inform Customer of Open-Source Software or otherwise breach this Section, it shall be a material breach and Supplier shall indemnify and defend Customer, its Representatives and Customer's end user(s) from all Claims arising from such breach, and Customer shall be entitled to cancel the Purchase Order without penalty.

15. EXPORT CONTROL AND TRADE REGULATIONS

(A) For all Goods to be delivered and Services to be provided according to this Purchase Order, Supplier shall comply with all applicable export control, customs and trade regulations ("Trade Regulations") and shall obtain all necessary export licenses, unless Customer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Trade Regulations. At the request of Customer, Supplier shall advise in writing and/or submit, not later than three (3) days of request, the necessary information and supporting documentation required to comply with applicable Trade Regulations; including re-export limitations in case of resale. To extent Supplier is requested to deliver Goods/Services regulated under the Arms Export Control Act or the Atomic Energy Act, Supplier shall advise Customer in advance of order or contract acceptance. Regardless, and upon delivery, Supplier shall provide Customer for each Good and Service delivered the following trade data as applicable: (i) "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) or the Munitions List Category Designation according to the US International Traffic in Arms Regulations, and all other export control list numbers;(ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (iii) the country of origin (non-preferential origin); and (iv) Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (upon request of Customer), Supplier's declaration for non-preferential origin (in case of European suppliers), or preferential certificates (for non-European suppliers). Supplier shall be liable for any expenses and/or damage incurred by Customer due to any breach of its obligations under this Section. In the event Supplier has knowledge of any alterations to origin and/or characteristics of the Goods/Services and/or to the applicable Trade Regulations, it shall notify the Customer not later than three (3) days upon discovery. Supplier shall be liable for any expenses and/or damages incurred by Customer due to the lack of or inaccuracy of said export control and foreign trade data. Customer shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

(B) Supplier and its Representatives (including but not limited to distributors, re-Suppliers, and freight forwarders) shall ensure that Goods meeting the definition of "Hazardous Materials", "hazardous goods", "dangerous goods" or "hazardous chemical substances" under Applicable Laws are packaged, labeled, stored, used, handled and transported as required by such laws.

16. C-TPAT AND SECURITY IN THE SUPPLY CHAIN

Supplier, its Affiliates and Representatives, when providing Goods/Services to the Customer internationally, shall support the efforts of the Customer regarding security in the supply chain, as directed by the World Customs Organization SAFE Framework of Standards, US Customs & Border Protection C-TPAT standards or any other applicable customs trade security programs (e.g. AEO). Upon request, Supplier agrees to provide Customer's declaration on security in the supply chain or other documentation recognizing Supplier's participation in a national customs supply chain security program. The Supplier agrees to allow Customer or a Representative to reasonably verify adherence to the declaration's statements including to on-site inspections. If Customer has identified that Supplier has not fulfilled obligations set forth in this Section, the Parties shall mutually agree on a remediation plan. If Supplier fails to comply with a mutually agreed remediation plan, the Customer may terminate this Purchase Order without liability. Supplier, its Affiliates and Representatives shall, if applicable, comply with United States Importer Security Filing (ISF) requirements, also known as 10+2, which requires Supplier to submit specific information for all its ocean shipments destined for US ports pursuant to US Customs Border Protection (CBP) regulations. If Supplier, its Affiliates or Representatives fail to provide complete and

accurate information to the ISF filing agent identified by Customer pursuant to CBP regulations, such failure may result in delays, detention of the cargo or of the ocean vessel, or liquidated damages charged by US Customs Border Protection.

17. SIEMENS CODE OF CONDUCT

Supplier shall comply with the principles and requirements of the "Code of Conduct for Siemens Suppliers and Third-Party Intermediaries" attached hereto as Exhibit B (hereinafter the “Code of Conduct”). If and as requested by Customer, Supplier shall not more than once a year (at its option) provide to Customer either (A) a written self-assessment in the form provided by Customer or (B) a written report approved by Customer describing the actions taken or to be taken by Supplier to assure compliance with the Code of Conduct. In addition to any other rights and remedies Customer may have, in the event of (i) Supplier's material or repeated failure to comply with the Code of Conduct or (ii) Supplier's denial of Customer’s right of inspection as provided for in the Purchase Order, after providing Supplier reasonable notice and a reasonable opportunity to remedy, Customer may terminate this Purchase Order without any liability whatsoever. Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with environmental protection requirements. The notice and remedy provisions herein shall not apply to material failures set forth in the preceding sentence.

18. FORCE MAJEURE

A Party shall notify the other Party hereto in writing within twenty-four (24) hours of the knowledge of and/or occurrence of a Force Majeure event and neither Party shall be considered to be in default of this Purchase Order if and to the extent that its failure or delay in performance is actually caused by Force Majeure. “Force Majeure” means acts of God or nature, acts of civil or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party. Strikes or other labor troubles involving a Party or its Representatives shall not constitute Force Majeure. A Party shall use commercially reasonable efforts to mitigate the effect of such Force Majeure and relief granted to the Party experiencing Force Majeure shall be limited to an extension of the time of performance. If Supplier experiences a Force Majeure Event for more than ninety (90) days, Customer shall have the right to terminate the Purchase Order and is entitled to a refund of all monies paid to Supplier subject to costs approved in advance by Customer in writing.

19. COMPLIANCE WITH LAWS

The Parties and their Representatives shall comply with all applicable laws and regulations, including but not limited to Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14 thereof (collectively the “FLSA”), as well as all other laws relating to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Goods and/or Services (“Applicable Laws”). In addition, Supplier shall obtain all required licenses, permits, authorizations, registrations or approvals required with respect to the provision of Goods and/or performance of Services hereunder.

20. GENERAL

(A) Software Maintenance/Support. If Supplier provides software maintenance or support service, such service shall be the subject of an Exhibit.

(B) Audit. Customer, its Affiliate(s) or Representative(s) may conduct audit(s) of Supplier. Supplier and its Representatives shall maintain accurate and complete records (“Records”) which are reasonably sufficient

to determine Supplier's compliance with the Purchase Order. Such Records shall be kept in accordance with recognized commercial accounting practices and, except where a longer retention period may be provided in this Purchase Order, shall be retained by Supplier for a minimum of seven (7) years after the later of the (i) last delivery of Goods/Services or (ii) expiration of the Term of this Purchase Order. Such audits shall be conducted with reasonable prior notice to Supplier. In connection with such audit(s), Supplier shall reasonably make available, during normal business hours, personnel familiar with the Records.

(C) Cybersecurity and Data Privacy Requirements. Supplier and its Representatives shall comply with the (i) Siemens Cybersecurity Requirements ("Cybersecurity Requirements") set forth in Exhibit C and (ii) Siemens Data Privacy Requirements ("Data Privacy Requirements") set forth in Exhibit D in the event Supplier handles Personal Information (as defined in Exhibit D) of Customer and/or its parent, subsidiaries, affiliates, customers or Representatives in connection with this Purchase Order. In addition to the Audit rights in Section 20(B), Customer, its Affiliate or Representative(s) may conduct audit(s) of Supplier, its Affiliates' and Representatives' compliance with the Siemens Code of Conduct and/or the Data Privacy Requirements on no less than forty-eight (48) hours prior notice to Supplier. This right shall apply to Supplier's facilities and Supplier's third-party data centers and vendors. Supplier's failure to comply with and/or remediate any such noncompliance with the Cyber security Requirements and/or Data Privacy Requirements shall be a material breach of this Purchase Order and, in addition to other remedies, Customer shall be permitted to immediately terminate this Purchase Order without penalty.

(D) Insurance and Expenses. Supplier and its Representatives shall comply with the insurance requirements set forth in Exhibit E attached hereto. Neither Supplier nor its Representatives shall incur any expense unless it has been authorized in advance by Customer.

(E) Assignment; Successors. Neither Party may assign all or part of this Purchase Order, or any rights or obligations hereunder, without the prior written consent of the other Party; but either Party may assign its rights and obligations, without recourse or consent, to any Affiliate or Affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a Party's assets). However, Supplier shall not assign this Purchase Order to (i) a competitor of Customer; (ii) an entity in litigation with Customer or its Affiliates; or (iii) an entity lacking the capability to satisfy Supplier's obligations.

(F) Subcontracting. Supplier shall be solely responsible for the proper selection, supervision, acts and omissions of its Affiliates and Representatives.

(G) Other Terms and Amendments. The terms and conditions contained in any sales order, acknowledgment, invoice, website, letter, writing, software or file (such as "clickwrap", "shrink-wrap", or website terms of use), or other document or medium shall not be applicable or amend this Purchase Order nor bind the Parties hereto or their Affiliates or Representatives. This Purchase Order, including these Terms, may only be amended by a change order or amendment pursuant to Section 1B.

(H) Government Contracts - When the Goods/Services are to be used in the performance of a contract or subcontract with a governmental authority, applicable government contract requirements attached to this Purchase Order shall apply and are incorporated herein by reference. In addition to the foregoing, for Goods that will be directly or indirectly used or sold to any department or agency of the United States government and/or Services used in the performance of a contract or subcontract with any department or agency of the United Stated government, Supplier shall comply with all applicable government contract requirement flow downs, including, but not limited to, those: (1) attached to this Purchase Order; (2)) mandatory flow-down clauses for

commercial item subcontracts listed under FAR 52.244-6(c)(1); (3) requiring the Goods/Services to be developed and/or certified in accordance with the NIST Secure Software Development Framework (SSDF), SP 800-218 or other applicable secure software development practices; and (4) prohibiting the use or installation of the TikTok application (or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited) on any equipment used to a significant extent in the performance of a contract or subcontract with any department or agency of the United Stated government. Upon request, Supplier will provide all security assessments, attestations, and other documentation reasonably required to demonstrate such compliance, which may include an attestation in a form designated by the Cybersecurity Infrastructure Security Agency.

(I) Set-Off. Customer shall have the right to set-off and deduct from Supplier's invoice(s) related to this Purchase Order any amount(s) owed by Supplier to Customer.

(J) Relationship of the Parties. Supplier, its Affiliates and Representatives are independent contractors of Customer and nothing herein shall be construed as creating any other relationship.

(K) Governing Law/Jurisdiction. All matters arising out of or in connection with this Purchase Order, including the construction and interpretation thereof, shall be governed by the federal laws, rules, regulations and executive orders of the United States and the laws of the State of New York without regard to conflicts of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. Each Party agrees that claims and disputes arising out of this Purchase Order must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Party maintains its principal place of business. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS PURCHASE ORDER.

(L) Publicity. No Party hereto shall refer to or use, or permit any persons to refer to or use, any other Party's name, trademarks, service marks or logos in any advertising, promotional materials, press releases or other publicity without obtaining the prior written consent of the applicable Party.

(M) Non-Exclusive Remedies and Non-Waivers. Failure of any Party to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or of any other right under this Purchase Order or Applicable Law. The rights and remedies of the Parties herein shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law or in equity.

(N) Severability. If any provision of this Purchase Order is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

(O) Survival. The Confidentiality, Indemnification, Warranty, Intellectual Property, Title and Risk of Loss, Termination, Export Control and Trade Regulations, General Provisions and any provision, which contemplates performance or observance subsequent to termination or expiration shall survive termination or expiration of this Purchase Order.

(P) Affirmative Action. Supplier shall comply with Customer's requirements as promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs set forth in Exhibit F.

(Q) Order of Precedence. In the event of a conflict, ambiguity or inconsistency, the following order of precedence of the documents relating to the Purchase Order shall apply: (a) if the Purchase Order is issued under a written purchase agreement which has been negotiated between the Parties to govern the Purchase Order (a "Master Agreement"), then the terms of the Master Agreement (including the order of precedence set forth in that Master Agreement); (b) if there is no Master Agreement, then (i) an amendment or change order issued by Customer in accordance with this Purchase Order, (ii) the Purchase Order form, (iii) the applicable Exhibits to the Purchase Order, and (iv) these Terms.

(R) Complete Agreement and Counterparts. This Purchase Order shall constitute the entire agreement between Customer and Supplier and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, with respect to the subject matter hereof. The headings used in this Purchase Order are for reference and shall not limit or affect the meaning or interpretation of any of the terms hereof. This Purchase Order may be executed in one or more counterparts, and when delivered and executed by both Supplier and Customer shall constitute a single binding agreement.

EXHIBIT A

SUBSTANCE DECLARATION

If Supplier furnishes Goods that are subject to restrictions, rules or regulations for Hazardous Materials or other substances comprising, part of or contained in such Goods, including but not limited to statutes, rules, regulations, codes, rules, standards and requirements of (1) EHS Laws, (2) governing, controlling or regulating Hazardous Materials, including but not limited to the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (hereinafter "RoHS"), Directives 2002/96/EC and 2012/19/EU as well as their respective incorporation into EU member states' legislation including any amendments thereto (hereinafter "WEEE"), (3) the Regulation EC 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals including any amendment thereto (hereinafter "REACH"), (4) EC Directive 2006/66/EC on Batteries and Accumulators and Waste Batteries and Accumulators and/or (5) TSCA, without limiting Supplier's obligations under this Purchase Order, Supplier shall comply with the requirements of this "Substance Declaration".

Supplier shall submit to Customer with each Good, the chemical substances contained therein or in the Service deliverable, and/or Material Safety Data Sheets, Safety Data Sheets or other such documentation as required by Applicable Laws (including without limitation the OSHA Hazardous Communication Standard 29 CFR 1910.1200 et seq.). If Supplier furnishes Goods that are subject to substance restrictions, rules or regulations including but not limited to those identified in this Exhibit, Supplier shall declare such substances on the Customer web database BOMcheck (www.BOMcheck.net) or, only if and approved in writing in advance by Customer, in another reasonable format provided to Customer no later than first delivery date of the Goods, and Supplier shall prior to Supplier 's first delivery of Goods complete and comply with the Declarable Substances-Form (hereinafter "Substance Declaration") in the Customer supplier portal "SCM STAR" or in hard copy forwarded to Customer. In addition, for Goods that are subject to substance restrictions, rules or regulations Supplier shall provide ordering entity with a safety data sheet required in Article 31of the Regulation EC 1907/2006 (REACH) and Supplier shall keep this Substance Declaration up to date.

Should a delivery hereunder contain "dangerous goods" as so classified pursuant to Applicable Laws, Supplier shall notify Customer in writing in sufficient detail to identify the Goods, the hazards, and the laws, rules or regulations applicable thereto no later than three (3) business days after receipt of the Purchase Order.

EXHIBIT B

Siemens Code of Conduct for **Suppliers and Third-Party Intermediaries**

This code of conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Siemens concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third-party intermediary declares herewith to:

Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

Human Rights and Labor Practices

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
  - Neither use nor contribute to slavery, servitude, forced or compulsory labor, suppression, exploitation and human trafficking.

- Prohibition of Child Labor
  - Install no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, install no workers under the age of 14.
  - Install no workers under the age of 18 for work which is likely to harm the health, safety, and morals.

- Non-Discrimination and Respect for Employees
  - Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, disabilities, gender, sexual identity and orientation, marital status, political or religious conviction, or age and promote equal opportunities amongst them.
  - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
  - Working Hours, Wages & Benefits for Employees
  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
  - Adhere to all applicable working-hours regulations globally.
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.

- Freedom of Association
  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.

- Working Hours, Wages & Benefits for Employees
  - Adhere to all applicable working-hours regulations.
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws.
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages
  -
- Occupational Health & Safety, Secure Forces

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Provide training to ensure all employees installed are educated in health & safety issues.
- Establish a reasonable occupational health & safety management system[1].
- In the event of use of private or public security forces ensure that human rights of employees and other rights holders are respected (no use of unlawful physical or mental violence)

- Grievance Mechanism
  - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct and ensure protection of whistleblowers or complainants against retaliation.

Environmental and Climate Protection, Protection of Natural Resources

- Act in accordance with the applicable statutory and international standards regarding the environment.
- Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system[1].
- Reduce the emission of air pollutants and Greenhouse Gas (GHG), reduce harmful soil change, water pollution and harmful noise emission to the fullest extent as possible.
- Increase energy efficiency, use renewable energy, and reduce water consumption to the fullest extent as possible.
- Cause no unlawful taking of land, forests, and waters.
- Reduce waste and ensure their proper treatment and disposal.

Fair Operating Practices

- Anti-Corruption and Bribery
  - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
  - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
  - Respect the intellectual property rights of others. Conflicts of Interest
  - Avoid and/or disclose internally and to Siemens all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
- Anti-Money Laundering, Terrorism Financing
  - Not directly or indirectly facilitate money laundering or terrorism financing.
- Data Privacy
  - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.

Foreign Trade Regulations

- Comply with the applicable export, import, customs, and foreign trade regulations.

Responsible Minerals Sourcing

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

Supply Chain

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

For additional information, visit www.siemens.com/code-of-conduct/managementsystems[1]

EXHIBIT C

SIEMENS CYBERSECURITY REQUIREMENTS

Cybersecurity Clause

1. Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.
3. Should products or services contain software, firmware, chipsets or integrated circuits:
   (i) Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g.,OWASP standards;
   (ii) Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
   (iii) Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
   (iv) Supplier shall provide to Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;
   (v) Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;
   (vi) Supplier shall provide Customer a contact for all information security related issues (available during business hours).
4. Supplier shall promptly report to Customer and the following Siemens Cybersecurity contact addresses all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.
   (i) for security incidents: cert@siemens.com
   (ii) for security vulnerabilities: svm.ct@siemens.com
5. Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.
6. Upon Customer's request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

7. Supplier shall provide to Customer all related documentation and the current and readable source code and object code of software developed or converted for Customer.
8. Customer has the right to yearly audit or have audited the Supplier's compliance with the provisions of this section at the Supplier's relevant site(s) without cause and, in addition, if Customer has a justified suspicion that Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.

May 18, 2026 (Rev. 1)

Exhibit D

1. DEFINITIONS

"**Applicable Data Protection Law**" means all applicable law pertaining to the Processing of Personal Data under the Agreement, including, but not limited to, (i) for Personal Data originating from an Authorized Entity located within the EEA, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), and (ii) for Personal Data originating from an Authorized Entity located within the UK, the UK GDPR and the UK Data Protection Act 2018.

"**Authorized Entity**" shall mean any entity (including Siemens and its group companies) acting as Controller and being entitled by the Agreement to directly or indirectly access or use Services.

"**Controller**" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"**Country with an Adequacy Decision**" means any country for which the EU Commission has decided that such country ensures an adequate level of data protection and for personal data originating from the UK, any country for which UK adequacy regulations have been made under sections 17A or 74A of the Data Protection Act 2018.

"**Data Breach**" means any breach of security (i) leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed, or (ii) would require notification of such event to any third party pursuant to applicable law.

"**EEA**" means the European Economic Area.

"**EU Standard Contractual Clauses**" means the Standard Contractual Clauses (EU) 2021/914.

"**Origination Area**" means the EEA the UK, Switzerland and each country with similar adequacy requirements as contained in Art. 45 et seq. GDPR.

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Processing**" (and its other forms such as **Process, Processes, Processed**) means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Processor**" means a natural or legal person, public authority, agency or any other body which Processes Personal Data on behalf of a Controller.

"**Processor Binding Corporate Rules**" means binding corporate rules for processors which are approved by the competent supervisory authority.

"**Provider**" means the provider being a party to the Agreement or related individual agreement, adoption agreement, purchase order or other contractual arrangements referencing the Agreement.

"**Restricted Personal Data**" means any Personal Data originating from an Authorized Entity located within an Origination Area.

"**Restricted Transfer(s)**" means any Processing (including transfers, international access and onward transfers) of Restricted Personal Data by Provider or any of its Subprocessors outside the relevant Origination Area.

"**Services**" shall mean the Services under the Agreement provided by Provider acting in its role as Processor within the meaning of this DPA. In the Agreement, Services as defined herein may be referred to as "Cloud-Services", "Online Services", "Offering", "Product" or otherwise.

"**Siemens**" means the respective Siemens group company being a party to the Agreement or related individual agreement, adoption agreement, purchase order or other contractual arrangements referencing the Agreement.

"**Standard Contractual Clauses**" means the EU Standard Contractual Clauses; and the UK Standard Contractual Clauses.
"**Subprocessor(s)**" shall mean any further Processor engaged in the performance of the Services.

"**Transfer Safeguard(s)**" shall mean appropriate safeguards for Restricted Transfers as required by Applicable Data Protection Law, such as appropriate safeguards as required by Article 46 GDPR.

"UK GDPR" means the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

"**UK Standard Contractual Clauses**" means such standard data protection clauses as are adopted from time to time by the UK Information Commissioners Office ("ICO") in accordance with Article 46(2) of the UK GDPR including, but not limited to, the international data transfer agreement

(UK IDTA), and the EU Standard Contractual Clauses as amended by ICO's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("**UK Addendum**")[2].

2. Compliance With Applicable Data Protection Law

The parties shall observe Applicable Data Protection Law as they apply to them and as required herein. In providing Services, Provider shall in particular comply with the provisions of Applicable Data Protection Law regarding the Processing of Personal Data as a Processor.

3. Scope Of The Processing

Provider shall Process Personal Data only (i) in accordance with the terms of this DPA and the Agreement; or (ii) on other documented instructions from Siemens Provider shall not Process Personal Data for its own purposes or transfer it to third parties, unless permitted by this DPA. Provider shall immediately inform Siemens if, in its opinion, an instruction from Siemens infringes Applicable Data Protection Law.

4. Details Of The Processing Operations Provided By Provider

The details of the Processing operations provided by Provider - in particular the subject matter of the Processing, the nature and purpose of the Processing, types of Personal Data Processed and the categories of affected data subjects - are specified in **Annex I**.

5. Technical And Organizational Measures

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Provider shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, but not limited to, as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing. Without prejudice to the generality of the preceding sentence, Provider shall at all times implement at least the technical and organizational measures described in **Annex II**.

6. Commitment To Confidentiality

Provider shall limit its personnel's access to Personal Data on a need-to-know basis. Provider shall provide detailed notice to its personnel about the applicable statutory and contractual provisions regarding data protection. Provider shall put its personnel under an obligation to comply with such provisions and, in particular, to hold Personal Data secret and not to Process Personal Data other than according to Siemens' instructions. The obligation to secrecy shall continue to apply after the expiry of this Agreement and the personnel's contractual relationship with the Provider. Provider will provide proof of such obligation upon request.

[1] See https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-andguidance/.

7. Subprocessors

a) Provider has Siemens' general authorization for the engagement of Subprocessors. A current list of Subprocessors commissioned by Provider is contained in Annex III.

b) The Provider shall specifically inform Siemens in writing of any intended changes to that list through the addition or replacement of Subprocessors at least 30 days in advance. Provider shall provide Siemens with the information necessary to enable Siemens to exercise the right to object. If Siemens raises no objections within this 30-day period, then this shall be taken as an approval of the new Subprocessor. If Siemens raises objections, Provider will - before authorizing the Subprocessor to access Personal Data - use reasonable efforts to address the concerns and reservations expressed by Siemens and (i) refrain from using the Subprocessor or (ii) propose to Siemens a reasonable change in the Services or Siemens' configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Subprocessor. If Provider is unable to eliminate the grounds for the objection by Siemens, Siemens is entitled to terminate the affected Services without any damages or penalties. In the event of termination by Siemens, Provider will refund any prepaid amounts for the applicable Service on a pro-rata basis.

c) Where the Provider engages a Subprocessor to carry out specific processing activities (on behalf of Siemens and/or Authorized Entities), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the Provider under this DPA.

d) Provider shall provide, at Siemens' request, a copy of such a Subprocessor contract and any subsequent amendments to Siemens. To the extent necessary to protect business secrets or other confidential information, including personal data, Provider may redact the text of the contract prior to sharing a copy.

e) Provider shall adequately and regularly audit the Subprocessor with respect to compliance with these requirements and document the results of such audits.

f) Provider shall remain fully responsible to Siemens for the performance of the Subprocessor's obligations under its contract with the Provider. Provider shall inform Siemens of any failure by the Subprocessor to fulfil its obligations under that contract.

8. International Data Processing

Provider shall ensure that Restricted Transfers are covered by adequate Transfer Safeguards as set forth in Annexes III and IV, unless the Restricted Transfer is made to a Country with an Adequacy Decision.

9. Provider's Assistance

Provider shall reasonably assist Siemens in ensuring compliance with Applicable Data Protection Law, in particular by assisting Siemens as follows:

a) Correction, Deletion or Restriction of Processing. Provider shall either (i) provide the ability to rectify, erase or restrict the Processing of Personal Data via the functionalities of the Services, or (ii) rectify, erase or restrict the Processing of Personal Data as instructed by Siemens.

b) Access to Personal Data. To the extent information relating to a data subject is not accessible through the Service, Provider will, as necessary to enable Siemens and Authorized Entities to meet its obligations under applicable Data Protection Laws, provide assistance to make such information available to Siemens and/or Authorized Entities.

c) Data Subject and Authority Requests. Provider shall promptly notify Siemens concerning: (i) any request or complaints received or any notices of investigation by a law enforcement, governmental or regulatory authority or agency; and (ii) any request received directly from any data subject about their Personal Data.

With respect to (i) and (ii) above, Provider shall not respond without instructions from Siemens. If so instructed, Provider shall reasonably support Siemens in answering such requests.

d) Data Portability. Upon Siemens' request and if required under Applicable Data Protection Law, Provider will either (i) provide the ability to extract Personal Data by reference to a specific data subject in accordance with the functionalities of the Service or (ii) make the relevant set of data available to Siemens and/or the respective Authorized Entity, in each case in a structured, commonly used and machine-readable format.

e) Data Protection Impact Assessments. If requested by Siemens, Provider shall provide all information and reasonable support to carry out data protection impact assessments under Applicable Data Protection Laws.

10. Termination of The Data Processing Relationship

Upon termination of the data Processing relationship, unless otherwise instructed by Siemens or set forth herein, Provider shall return to Siemens all Personal Data made available to Provider or obtained or generated by Provider in connection with the contractually agreed Services and shall irrevocably delete or destroy any remaining data. The deletion or destruction shall be confirmed by Provider in writing upon request1

11. Notification Obligations

a) Provider shall notify Siemens immediately but in any event within 48 hours in case Provider discovers or reasonably suspects any Data Breach.

b) In the notification to Siemens, Provider shall provide Siemens with the following information: (i) The details of a contact point where more information can be obtained, (ii) a description of the nature of the breach (including, where possible, names, categories and approximate number of data subjects and personal data records concerned), (iii) its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

c) Any notifications under this Section 11 shall be made (i) to the respective point of contact identified in the Agreement and (ii) to dataprotection@siemens.com

d) Provider shall, at Provider's cost and expense, (i) cooperate fully with Siemens in the investigation of a Data Breach, (ii) assist and cooperate with Siemens concerning any legally-required notifications or disclosures to affected persons (by individual communication, public communication via the media or by similar measures), law enforcement, regulators and/or other third parties, and (iii) any other action Siemens deems necessary regarding such Data Breach and any dispute, inquiry or claim that concerns the Data Breach.

e) Unless applicable law or an order of a competent regulator requires otherwise, Siemens shall make the ultimate determination, in its sole discretion, (i) whether a Data Breach requires notification and (ii) of the manner of the notification. In the event that the Provider provides such notifications regarding a Data Breach, any such notices must be approved, in advance, by Siemens.

f) Provider shall at its cost take appropriate measures to address the Data Breach, including measures to mitigate its adverse effects (including steps to protect the operating environment). Provider also shall take prompt steps designed to prevent the recurrence of any Data Breach, including any action required by Applicable Data Protection Law.

g) Provider shall reimburse to Siemens all costs and expenses incurred for such Data Breach caused by Provider, including but not limited to the costs of providing credit monitoring to the individuals whose Personal Data was affected by the Data Breach. Limitations of liability in favor of Provider under this Agreement shall not apply in this respect.

12. Documentation and Audits

a) Provider shall (i) monitor, by appropriate means, its own compliance with its data protection obligations under this DPA and Applicable Data Protection Law, (ii) create related periodic (at least annual) and occasion-based reports (each a "**Report**") and (iii) make the Reports available to Siemens and Authorized Entities upon request. Where a control standard and framework implemented by Provider provides for controls, such controls will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.

b) If required to adequately address its audit rights and obligations under Applicable Data Protection Law, the applicable Transfer Safeguards or if requested by a competent data protection authority or other competent government authority or agency, Provider shall make available to Siemens and Authorized Entities - in addition to the Reports - all further
information reasonably requested and allow for and contribute to audits, including inspections, conducted by Siemens or Authorized Entities or another auditor mandated by Siemens or Authorized Entities. For such purpose, Siemens, Authorized

Entities or another auditor mandated by Siemens or Authorized Entities shall also have the right to carry out on-site inspections during regular business hours, without disrupting the Provider's business operations, and after a reasonable prior notice.

13. Use of Cookies

If the Service makes use of cookies or similar technologies, the following shall apply: Provider shall, unless specifically agreed otherwise by Siemens with reference to this Section 13, only store information (e.g., by writing a cookie), or gain access to information already stored in the terminal equipment of a user of the Service (e.g., via a cookie) for the sole purpose of carrying out the transmission of a communication over an electronic communications network, or as strictly necessary in order for the Provider to provide the provide the core functionalities of the Services.

14. Miscellaneous

Provider understands and agrees that the requirements in this DPA are an integral part of the Agreement and, a material breach of any of these requirements shall be considered a material breach by Provider of the Agreement, entitling Siemens to material breach related remedies contained in the Agreement.

15. Additional Requirements Concerning Data of Siemens US Companies

If and to the extent Provider accesses Personal Data received from a Siemens group company established in the United States of America ("Siemens US Company") or of a data subject that is the resident of the United States of America, then in addition to the above Provider (i) shall comply with U.S federal, state and local laws regarding Personal Data that are applicable to Provider, such Personal Data, and owners or controllers of such Personal Data; when the foregoing is applicable, the term "Applicable Data Protection Law" as used herein shall include the foregoing laws; (ii) except as specifically provided herein or the Agreement, shall not sell, share, rent, release, disclose, disseminate, or make available Personal Data to third parties; and **shall not** combine the Personal Data with other information; (iii) shall notify Siemens if Provider makes a determination that Provider can no longer meet its obligations hereunder; (iv) shall ensure that each person processing Personal Data is subject to a duty of confidentiality with respect to the Personal Data; (v) shall be deemed, and shall act as, a "service provider" under Applicable Data Protection Law (including the California Consumer Privacy Act, its implementing regulations, and any amendments thereto), and (vii) hereby certifies that it understands the restrictions contained herein and will comply with them.

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EXHIBIT E

INSURANCE

(A) Supplier shall, at its sole expense, maintain the types of insurance coverage(s) listed below. The coverage limits for each type of insurance listed below shall be the greater of: (i) the coverage limits listed below; or (ii) if the Purchase Order requires Supplier to maintain higher limits, then the coverage limits specified in the Purchase Order.
Evidence of insurance required by this Purchase Order is to be furnished before any Goods/Services is commenced. Supplier and its Representatives shall maintain such insurance in full force and effect during the term of this Purchase Order, and, in addition, for as long as Supplier is under any warranty obligations arising out of this Purchase Order. All insurers on required insurance coverage(s) shall have an A.M. Best Rating of A- /VIII or better. Customer and its subsidiaries, Affiliates, and its or their Representatives, and/or any other party designated on the Purchase Order as applicable shall be named as an additional insured, with respect to the Commercial General Liability and Automobile Liability policies/coverage(s). All insurance certificates shall be in a form satisfactory to Customer and shall stipulate that the insurance will not be canceled without at least thirty (30) days prior written notice beginning upon the day of receipt of registered mail concerning same by Customer.
Supplier shall deliver the certificates of insurance, naming Customer and, if applicable, Customer's customer/end user, as the Certificate Holder. All of Supplier's policies of insurance, except for Workers' Compensation and Employers Liability, shall be primary insurance and noncontributing with any other insurance maintained by Customer, Customer's customer/end user and/or other parties. All of Supplier's policies of insurance, except for Worker's Compensation and Employer's Liability, shall contain a cross-liability or severability of interest clause. The limits of insurance set forth below may be satisfied by any combination of excess and primary insurance coverage. Supplier shall require all its insurers to waive all rights of subrogation against Customer, Customer's customer/end user, and their respective subsidiaries, Affiliates, and Representatives, and any other party designated as an additional insured.

(B) Supplier shall maintain the following insurance coverage(s):

(i) **Worker's Compensation Insurance** in accordance with the statutory requirements of the location in which the Purchase Order is performed. If there is an exposure to injury to Supplier's employee under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage required by law shall be provided for same.

(ii) **Employer's Liability Insurance** with the following limits of liability:

- $1,000,000 for each occurrence;
- $1,000,000 Disease Policy
- $1,000,000 Each Employee.

(iii) **Commercial General Liability Insurance**, in occurrence coverage form, with minimum limits of $5,000,000 per occurrence, including the following coverages:

- Products and Completed Operations
- Contractual Liability insuring the indemnity obligations assumed by Supplier under this Purchase Order
- Premises/Operations
- Underground, Undermining, Explosion and Collapse (XCU) Hazard,
- Broad Form Property Damage (including Completed Operations)

(iv) **Automobile Liability Insurance**, including coverage for owned, hired, and non-owned automobiles and trucks used by or on behalf of the Supplier providing insurance for bodily injury, liability and property damage liability with minimum limits for each type of coverage of $5,000,000 per occurrence.

(C) The following coverages are specifically required if a Purchase Order involves:

(i) exposure to Hazardous Materials, then Environmental Impairment Liability Insurance (including Asbestos) with limits of $5,000,000 per occurrence; (ii) watercraft owned, operated or chartered by Supplier or its Representatives, liability arising out of such watercraft shall be insured by the General Liability or by Protection and Indemnity Insurance with a CSL of no less than $1,000,000 per each occurrence; (iii) the hauling and/or rigging of property in excess of $100,000, Supplier shall carry "All Risk" Transit Insurance, or "All Risk" Motor Truck Cargo Insurance (Such insurance shall provide a limit of not less than the replacement cost of the highest value single lift or highest value being moved, whichever is greater, and insuring the interest of Supplier, Customer and Customer's customer/end user, as their respective interests may appear); (iv) aircraft (fixed wing or helicopter) owned, operated or chartered by Supplier or its Representatives, liability arising out of such aircraft shall be insured for not less than$1,000,000 CSL each occurrence; (v) access, storage, transmission or processing of Customer's, its customer's /end user's, its or their Representatives' confidential information, a Cyber Liability Errors and Omissions Policy shall be procured by Supplier providing coverage, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least $2,000,000 each occurrence; (vi) engineering, design and/or development services, Supplier shall procure Professional Liability and Errors and Omissions Liability Insurance providing coverage for acts, errors, omissions arising out of insured's negligence in an amount not less than $5,000,000 (USD) per occurrence; (vii) Customer or Customer's customer's/end user's property under the care, custody and control of Supplier or Supplier's Representatives, Supplier shall obtain insurance covering loss or damage on a 100 percent replacement cost basis; (viii) Supplier, its Affiliates and/or its and their respective Representative being granted access to Customer or Customer's Affiliate's facilities, premises and/or systems, Supplier shall procure Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by its personnel, acting alone or with others, in an amount not less than $1,000,000 (USD) per occurrence.

(D) The procurement, maintenance or acceptance of insurance coverage by Customer, if any, shall not: (i) relieve Supplier of liability for loss or damage in excess of the policy coverage limits specified herein; or (ii) limit or release Supplier of its obligations or liabilities under the Purchase Order.

(E) No delay or failure in declaring any default or in enforcing any of the requirements of this Exhibit E, and no course of dealing between Customer and Supplier shall constitute a waiver of any of the requirements of this Exhibit E.

EXHIBIT F

STATEMENT ON AFFIRMATIVE ACTION

As a federal contractor/subcontractor, the Recipient is required to comply with certain federal regulations, including the regulations promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") that implement the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") of 1974 and Section 503 of the Rehabilitation Act ("Section 503") of 1973. As a federal contractor, the Recipient is also required to provide notice of its policy related to affirmative action for qualified protected veterans and individuals with disabilities to its subcontractors, including subcontracting vendors and suppliers, referenced herein as "Subrecipients."

Recipient does not discriminate against qualified protected veterans or individuals with disabilities and takes affirmative action to employ and advance in employment qualified protected veterans and individuals with disabilities as required by applicable law, Subrecipient is hereby notified of Recipient's policy related to affirmative action and Recipient requests appropriate action by Subrecipient to comply with obligations arising under VEVRAA and Section 503.

For contracts of $150,000 or more, Subrecipient shall comply with the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

For contracts of $10,000 or more, Subrecipient shall comply with the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

May 18, 2026 (Rev. 1)

EXHIBIT G

SIEMENS SUPPLIER SUBCONTRACTING PROGRAM – TIER 2 REPORTING REQUIREMENTS

To the maximum extent practicable and consistent with applicable federal requirements, Siemens is committed to doing business with various categories of small business concern ("SBC") Suppliers. For purposes of these Terms, SBC Suppliers includes "small business concern," "veteran-owned small business concern," "service-disabled veteran-owned small business concern," "HUBZone small business concern," "small disadvantaged business concern," and "women-owned small business concern" as those terms are defined in FAR 52.219-8(a).

Siemens reserves the right to request reporting from Other-than-Small-Business ("OTSB") (large) Suppliers regarding its subcontracting with SBC Suppliers. The requirement for such reporting may be included in the Purchase Order or Master Service Agreement.

Siemens further reserves the right to incorporate other subcontracting requirements into the Purchase Order or Master Service Agreement to the extent required by state or local law or regulation or otherwise on contracts subject to 49 C.F.R. Part 26, and Supplier agrees to comply with such requirements to the extent applicable.

Siemens expects that our OTSB Suppliers will adhere to the requirements in FAR 52.219-8 and adopt a subcontracting plan consistent with the requirements in FAR 52.219-9.