

1. General

- 1.1 All clauses in these General Terms and Conditions for Development/Conversion of Hard-/Software that refer to the written form, such as 'in writing', 'in written form' or similar, shall be read in such a way that they can also be fulfilled by means of an electronic signature using a software solution for electronic signatures.

Our orders are only binding if they are placed using the Siemens ordering tool in text form (form of transmission that enables proof by text). In the case of defined exceptions, orders can be placed in writing. Verbal and telephone agreements shall be confirmed by us in writing or using the Siemens Ordering Tool. Amendments, additions, specifications etc. may also be made in writing.

- 1.2 These Terms and Conditions shall apply to all deliveries and services (hereinafter referred to as 'Services') of the Supplier, unless otherwise agreed in writing in individual cases. The Supplier's terms and conditions shall only be valid for us if and insofar as we have expressly agreed to them in writing.
- 1.3 Insofar as business transactions with a supplier are primarily conducted using the EDI procedure, the applicable terms and conditions must be agreed in writing in advance. Both the business partners and the transactions concerned must be listed.
- 1.4 Subsidiaries, associated companies and group companies of the supplier are also deemed to be third parties within the meaning of these terms and conditions.

2. Services to be provided by Supplier

The Supplier shall develop or convert the programs, program specifications or studies described in the Contract including all related documentation. In the case of programs it shall include the source and object codes. All this (hereinafter collectively called "Subject Matter") it shall then hand over to Siemens.

3. Cooperation between Contract Parties

- 3.1 Siemens shall provide to the Supplier all information which is necessary in the opinion of Siemens for the work on the Subject Matter. If the Supplier is of the opinion that the information is not sufficient, the Supplier shall notify Siemens of such in writing without delay.
- 3.2 The Supplier shall at any time upon request inform Siemens in writing to a reasonable extent as to the respective state of work on the Subject Matter, inform Siemens as to the computing time used, allow Siemens access to documentation of work on the Subject Matter, facilitate for Siemens a discussion with its personnel responsible for the Subject Matter at a place to be agreed in each case.
- 3.3 In its work on the Subject Matter the Supplier shall apply the latest state of the art and technology in order to achieve the best possible result. In doing so the Supplier shall use and apply methods and processes agreed to with Siemens or comparable development methods and tools. The Supplier shall observe the directions of Siemens given in terms of the Contract. Siemens is however not authorized or permitted to give direct instructions to the personnel of the Supplier.
- 3.4 Each Contract Party shall nominate to the other a competent employee able to provide the necessary information for the performance of this Contract and able to make decisions or arrange for such decisions to be made.

4. Computing Time

- 4.1 Siemens shall make available to the Supplier computing time on a suitable computer system to the extent agreed in the Contract for the development of programs.
- 4.2 Any computing time required should be agreed as soon as possible with Siemens in writing.

5. Rights to Subject Matter, Open Source Software

- 5.1 The results of the work on the Subject Matter (hereinafter called "Results") shall become the property of Siemens upon creation in the respective stage of development. The Supplier shall keep the Results in safe custody for Siemens until the time of transfer. Siemens shall have the exclusive and transferable rights to use the Results, to change such Results or to publish or otherwise use such in any processed form as it sees fit.

- 5.2 In the event that the Results contain any inventions or concepts capable of being protected, Siemens may, at its own discretion and in its own name and identifying the inventor according to the applicable legal provisions, register any industrial property rights in any country, or maintain any such rights or abandon any such rights at any time. Any right created by such registration shall belong to Siemens.
- 5.3 The Supplier shall ensure that any invention or concept arising from the work undertaken on the Subject Matter is transferred at no cost to Siemens.
- 5.4 In the event that any personnel of the Supplier and Siemens jointly make any invention, paragraph 5.2 shall apply accordingly to that share of the invention related to the Supplier.
- 5.5 The Supplier shall ensure that in any contract with its personnel the rights detailed under paragraphs 5.1 to 5.4 are retained for Siemens exclusively and indefinitely and that such shall also not be affected by the ending of the contracts between the Supplier and its personnel. The Supplier shall make any other third party involved in the performance of the Contract subject to the duties detailed in sentence 1 hereof. Siemens shall be entitled to demand evidence of this.
- 5.6 It shall be forbidden for the Supplier (as well as for its employees and for any other persons engaged by the Supplier) to apply personal copyright notices to the Subject Matter arising in connection with this Contract.
- 5.7 The Supplier shall not make any third party software (including but not limited to Open Source Software as defined below) part of the Deliverables unless having obtained the prior written consent of Siemens.

As used herein, the term "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 allow every user to modify such software and/or 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:

- that the source code of such software and/or any Derivative Software be made available to third parties;
- that permission for creating derivative works of such software and/or Derivative Software be granted to third parties.
- By means of example and without limitation, Open License Terms include the following licenses or distribution models: the GNU General Public License (GPL) and the GNU Lesser General Public License (LGPL).

The Supplier must provide Siemens before confirmation of the order, with the following:

- Source Code of the used Open Source software,
- List of all used Open Source data with a reference to any applicable license, as well as a copy of the entire license text,

Written confirmation stating that, by the normal use of Open Source software neither the services of the supplier, nor our products, shall be subject of "Copyleft effect", which, within the meaning of these General Terms and Conditions shall indicate, that the Open Source terms of a license request that certain services of the supplier, as well as works derived from it, may be further distributed only subject to conditions of the Open Source terms of a license, such as e.g. disclosure of the Source Code.

Notwithstanding anything to the contrary in this Agreement, if the Supplier is in breach of this Section 5.7, the Supplier shall indemnify, defend and hold harmless Siemens, its Subsidiaries, distributors and customers of Siemens as well as distributors and customers of Siemens' Subsidiaries, from any damage, loss costs and expenses suffered by them as a result of any such breach.

6. Quality Control

The Supplier shall maintain a quality management system in its company which fulfils the requirements of DIN EN ISO 9001. Siemens may conduct quality audits at the place of the Supplier in accordance with DIN ISO 1001 1-1.

7. Acceptance / Liability for Defects

7.1 Supplier confirms that all delivered products including packaging are free from substances, which are listed in LoDS ('[List of declarable substances](#)'), and do not contain batteries. Otherwise the Supplier shall inform us immediately if such substances, or batteries or accumulators are included in the delivered products. The up-to-date LoDS can be downloaded at [Regulatory Content | BOM-check Docs](#) (under 'downloads'). The Supplier shall declare such substances in the web database [BOMcheck](#) or in a reasonable format provided by Siemens no later than the date of the first delivery of products.

7.2 The Supplier shall not ship any products containing declarable substances, batteries or accumulators without our prior written approval, otherwise the product shall be deemed defective.

Thereafter the Supplier guarantees that the delivered Products do not contain any radioactive contamination exceeding one tenth of the exemption values as defined by the Basic Safety Standards of the International Atomic Energy Agency (IAEA) in its current version.

7.3 After the Results are duly delivered to Siemens, Siemens shall conduct an acceptance check. In the event that any defects are discovered thereby, Siemens may refuse acceptance. Siemens shall notify the Supplier of such in writing and the Supplier shall rectify such defect without delay and at no cost and shall make available the respective corrected Results for acceptance. Siemens shall then once again conduct an acceptance check. Any further legal rights in relation to claims based on defects shall not be affected hereby.

7.4 The Supplier shall provide at least one week's prior written notice of the availability of the Results for acceptance. In the event that Siemens does not accept the Results after their being made available for any reason other than that of a defect the Results shall be deemed to have been accepted two months after the timely written notification of availability for acceptance.

7.5 Claims based on defects are subject to a limitation period of two years from the time of acceptance of the Results. The Supplier shall admit all complaints as raised in good time, without the need to meet any deadline.

7.6 In the event that any defect in the Results is due to circumstances for which Siemens is responsible the Supplier shall rectify such defect at the request of Siemens at the agreed reasonable prices and conditions.

7.7 The Supplier shall guarantee that the Subject Matter and the Results do not infringe third party rights. The Supplier shall in particular ensure that no software programs or program parts originating from third parties are incorporated into the software to be developed for Siemens. If the Supplier contravenes this obligation, it shall be liable – even after termination of the contract – for all damage consequently incurred by Siemens.

8. Remuneration

8.1 The agreed remuneration in the Contract shall be the full consideration for the services of the Supplier.

8.2 If any remuneration under the Contract is agreed on a time basis, proof of such time taken shall be provided by time sheets to be agreed upon between the Supplier and Siemens.

8.3 If any travel costs are to be reimbursed under the terms of the Contract, the Supplier shall consult with Siemens in advance as to the details, e.g. dates or the use of motor vehicles instead of train (2nd class) or aircraft (Economy). The Supplier shall issue invoices to Siemens for the respective payments due in which the travel costs and accommodation costs as well as the turnover tax are separately identified. Travel times will not be compensated.

8.4 Payment shall be made, unless otherwise agreed, within 90 days net.

8.5 The period for payment shall commence as soon as the acceptance check has been successfully completed and the duly completed invoice has been received.

8.6 Payment shall not be construed as a recognition of the Subject Matter being in accordance with the Contract.

8.7 Recognition of Siemens as being late in payment shall be conditional on receipt of an invoice from the Supplier and on expiry of a specified deadline.

9. Hindrance of Supplier, Increase of Remuneration

9.1 If the Supplier believes that it is hindered in the performance of the Contract by circumstances of any nature, the Supplier shall notify Siemens in writing of such without delay. If the Supplier is not responsible for the circumstances causing the hindrance the Contract Parties shall agree on a reasonable postponement of any agreed deadlines or dates. In the event that such timely written notification is not provided, the Supplier shall not later be able to rely on such hindrance.

9.2 If the Supplier believes that the requirements of Siemens according to paragraph 3.3 or any other circumstances for which Siemens is responsible may lead to an increase in work or computing time the Supplier shall notify Siemens of such without delay in writing. The Contract Parties shall then agree on a reasonable increase of the remuneration or an increase in the availability of computing time. In the event that the timely written notification is not provided, the Supplier has no right to claim any increase in the remuneration or the computing times available.

10. Introduction and Maintenance

At the request of Siemens the Supplier shall provide support in preparations for application of the developed/converted programs and shall maintain the aforementioned programs. Insofar as such services do not belong to those services under the Contract not requiring separate remuneration, the Contract Parties shall agree on reasonable remuneration.

11. Awarding of Subcontracts, Confidentiality, Data Protection

11.1 The Supplier shall not transfer contractual duties to any independent suppliers or any other third parties without the prior written approval of Siemens; in the absence thereof the Supplier shall utilize its own personnel. Even in cases where Siemens approves, the Supplier shall remain fully responsible for fulfillment of the Contract. If the Supplier itself or through sub-suppliers engages any employees delegated to Switzerland, it shall comply with the regulations of the Swiss federal law of October 8, 1999 on employees delegated to Switzerland and shall expressly draw its sub-suppliers' attention to this obligation (Art. 5 of the Swiss delegation law).

11.2 The Supplier shall neither disclose nor make accessible to third parties any information obtained from us or the existing business relationship. Insofar as we have consented to the subcontracting of orders to third parties, such parties must be bound to equivalent obligations in writing.

11.3 Any discussion on the Subject Matter between the Supplier and a customer of Siemens shall require in each individual case the prior written approval of Siemens.

11.4 The Supplier and SIEMENS shall comply with the applicable data protection laws regarding the protection of personal data in connection with their respective obligations under this Contract. To the extent that the Supplier acts as a data processor on behalf of Siemens with regard to personal data provided by Siemens, the provisions of the data processing agreement available via the provided [Data Protection Annex](#), including the technical and organizational measures described therein and any order-specific annexes to be added on a case-by-case basis, shall take precedence and form an integral part of this Contract.

11.5 The Supplier shall make all personnel at its operations who are involved in performance of the Contract and all third parties involved in performance of the Contract subject to duties corresponding to those detailed in paragraphs 11.2 to 11.4.

12. Release of Documentation

The Supplier shall release all documentation and other materials which it has received in connection with the Contract or which have been produced in connection with the Contract including all copies without any delay after acceptance or, insofar as such is necessary for the fulfillment of any claims based on defects, immediately after the end of the expiry of the limitation period for claims based on defects.

13. Special Rights of Termination

In the event that the Supplier stops payment or in the event that a temporary insolvency administrator is appointed or insolvency procedures in relation to the assets of the Supplier are opened, Siemens may in whole or in part withdraw from the Contract. In case of such withdrawal Siemens may utilize existing facilities or supplies and services provided by the Supplier to date for the continuation of the work in return for reasonable remuneration.

Siemens shall remain entitled to terminate (or to withdraw from) the Contract without advance notice if Siemens considers the development/modification of the software to be no longer attainable (or attainable only with disproportionate additional effort), or if for any other reason wishes to cease pursuing the Contract.

In the event of premature termination (revocation) of this Contract Siemens shall reimburse the Supplier in respect of costs verifiably incurred up to the time of termination and resulting directly from this Contract, less any expenditure saved, insofar as these costs have not already been reimbursed under the terms of this Contract. The Supplier shall not be entitled in consequence of termination to any claims for performance or damages going beyond this scope.

14. Disclosure of Business Relationship and of Data and Information

The Supplier agrees that all data and information required for or arising from the business relationship — in particular contractual documents and records, as well as all data and information necessary for the performance of contractual obligations — relating to the Supplier and its auxiliary personnel may be stored outside of Switzerland. Furthermore, all such data and information may be disclosed and made available, in particular for the purpose of performance, compliance with legal requirements, or for internal audit and/or supervisory purposes, to Siemens AG and its affiliated group companies, always in compliance with the applicable data protection laws.

15. Code of Conduct for Siemens Suppliers, Security of the Supply Chain, Antitrust Protection Act

15.1 The Supplier is obligated to comply with the laws of the applicable legal jurisdiction(s). In particular, the Supplier shall neither actively nor passively, directly or indirectly, engage in any form of bribery, violation of fundamental rights, or child labor. Furthermore, the Supplier shall assume responsibility for the health and safety of its employees in the workplace and comply with applicable minimum wage regulations. In accordance with applicable environmental protection laws, the Supplier shall also take appropriate measures to avoid the use of so-called conflict minerals and to ensure transparency regarding the origin of the relevant raw materials. The Supplier is further obligated to reduce greenhouse gas emissions (in particular CO₂) and to protect natural resources such as soil, water, and air. The Supplier shall establish a grievance mechanism to enable the reporting of potential violations of this Code of Conduct and shall promote and demand compliance with this Code of Conduct among its own suppliers to the best extent possible.

15.2 The Supplier undertakes to support our efforts to ensure security in the supply chain, in particular to achieve and maintain the status of an Authorised Economic Operator (AEO) within the meaning of the WCO SAFE Framework of Standards, to the best of its ability. At our request, the Supplier shall immediately sign and send us a written security declaration provided by us, which, depending on the Contractor's registered office, either meets the requirements of the European Commission in accordance with the current AEO guidelines or the requirements of a comparable initiative for supply chain security in accordance with the WCO SAFE Framework of

Standards (e.g. C-TPAT), unless the Supplier itself has the status of an AEO or a status comparable to this on the basis of the WCO SAFE Framework of Standards and proves this by submitting a corresponding authorisation or a corresponding certificate.

15.3 If the Supplier culpably breaches the obligations under clause 15, we shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract. If it is possible to remedy the breach of duty, this right may only be exercised after the fruitless expiry of a reasonable period to remedy the breach of duty.

15.4 If the Supplier violates applicable antitrust law in connection with deliveries or services to us by forming a cartel or a comparable anti-competitive act, the Supplier shall pay us liquidated damages in the amount of 15% (fifteen per cent) of the total remuneration for the affected deliveries and services in the relevant period.

15.5 Notwithstanding clause 15.4, both parties shall be at liberty to prove that our actual damages are higher or lower. Further contractual or statutory claims and rights on our part shall remain unaffected.

16. Product Conformity, Product-Related Environmental Protection with Substance Declaration, Dangerous Goods, Occupational Safety

16.1 If the supplier delivers products which are subject to statutory and other legal requirements with regard to their placing on the market and further marketing in the European Economic Area or corresponding requirements in other countries of use notified by us, then the supplier shall ensure that the products fulfil these requirements at the time of the transfer of risk. The supplier shall also ensure that all documents and information required to prove the conformity of the products with the applicable requirements are made available to us immediately upon request.

16.2 If the supplier delivers products whose product components, including their packaging, are listed in the '[List of Declarable Substances](#)' currently valid at the time of the order or which are subject to substance restrictions and/or substance information obligations due to laws (e.g. REACH, RoHS), the contractor must declare these substances in the [BOMcheck](#) Internet database, including the information required there, at the latest at the time of the first delivery of the products. The above shall apply with regard to laws only to the extent that they are applicable at the place of business of the Supplier or of us or at the place of destination specified by us.

16.3 If the delivery contains goods that are to be classified as dangerous goods in accordance with international regulations, the supplier shall inform us of this in a form agreed between the supplier and us at the latest with the order confirmation. The requirements for dangerous goods remain unaffected by this.

16.4 The supplier is obliged to comply with all statutory and contractual accident prevention and health and safety regulations. It must ensure that the health and safety of the personnel employed by it and its direct and indirect subcontractors to provide the services is not jeopardised.

17. Information Security/Cybersecurity

17.1 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 applicable laws, regulations, 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).

17.2 "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.

17.3 Should products or services contain software, firmware, chipsets, integrated circuits or generic functional blocks ("Digital Products"):

a. Supplier shall comply with safe and secure state-of-the-art development methods including secure coding standards (such

- as OWASP standards, NIST Secure Software Development Framework SP800-218 or similar), equivalence checks, code reviews, and threat and risk analysis.
- b. Supplier shall ensure that Digital Products shall be designed, developed and produced in such a way that they ensure an appropriate level of cybersecurity based on the risks, including the minimization of negative impact on the availability on other products, connected devices or services. Further, Supplier shall ensure that Digital Products are made available with a secure-by-default configuration (incl. secure data transfer, the possibility to reset to the original state with the secure and permanent removal of all data and settings).
 - c. Supplier shall ensure that Digital Products provide security related information by recording and monitoring relevant internal activity, including the access to or modification of data, services or functions, with an option to disable this feature.
 - d. During the whole lifecycle of a Digital Product (including but not limited to design, development, production, delivery and maintenance), Supplier shall implement and maintain appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the Digital Product. Such measures shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
 - e. Supplier shall continue to support and provide services to repair, update, upgrade and maintain Digital Products including the provision of patches to us remedying vulnerabilities and other cybersecurity risks for the expected use time of the Digital Products.
 - f. Supplier shall provide to us a software bill of materials in a commonly used and machine-readable format (e.g., CycloneDX version ≥ 1.4 or equivalent) to the following address: sbom.cys@siemens.com, and a bill of materials, both identifying Digital Products including all third-party Digital Products. The Digital Products shall contain all necessary security updates at the time of delivery to us.
 - g. Supplier shall grant us the right, but we shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support us.
 - h. Upon our request, Supplier shall promptly provide to us all documents and information which are necessary to demonstrate the conformity of Digital Products as part of our products with statutory requirements.
 - i. For integrity reasons, Supplier shall ensure that all software-related components provided to us are digitally signed. If Supplier fails to provide a signed version and does not remediate this within a reasonable time frame set by us, we may digitally sign these components itself independently of Supplier. Any warranty rights we may have remain unaffected by this provision.
- 17.4 Supplier shall provide us with a contact for all cybersecurity-related issues (available during business hours).
 - 17.5 Supplier shall promptly, and in a structured and machine-readable format notify us and the following Siemens Cybersecurity contact addresses of all relevant cyber threats, incidents occurred or suspected and vulnerabilities discovered and/or actively exploited in any Supplier Operations, services and products, if and to the extent we are or are likely to be materially affected:
 - a. for cyber threats and incidents: cert@siemens.com;
 - b. for vulnerabilities: svm.ct@siemens.com.The notification shall contain any information reasonably required to assess the impact and to enable us to comply with its statutory obligations.

The notification shall be made before any public disclosure of fixed vulnerabilities, allowing us reasonable time to implement security updates or remediation measures.
 - 17.6 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.
 - 17.7 Upon our 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).
- ## 18. Provisions on Export Control and Foreign Trade Data
- 18.1 The Supplier shall comply with the applicable requirements of national and international export, import, customs and foreign trade law ('Foreign Trade Law') for all contractual products to be delivered and shall obtain the necessary export licences.

In particular, the Supplier represents and warrants that none of its products to be delivered under the Contract contain prohibited products covered by the Foreign Trade Law applicable to us (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, as well as the U.S. Export Administration Regulations (15 C.F.R. Sections 730 - 774) and such import regulations enforced by U.S. Customs and Border Protection).
 - 18.2 The Supplier shall provide us as early as possible, but no later than two weeks before the delivery date, with all information and data in text form which Siemens requires to comply with foreign trade law in the case of export and import and, in the case of resale, in the case of re-export, in particular for each individual contractual product:
 - a. the 'Export Control Classification Number' according to the 'U.S. Commerce Control List' (ECCN), if the product is subject to the 'U.S. Export Administration Regulations';
 - b. all applicable export list numbers;
 - c. the commodity code according to the current commodity classification of foreign trade statistics and the HS ('Harmonised System') code;
 - d. the country of origin (non-preferential origin) and, if requested by Siemens, documents proving the non-preferential origin; and
 - e. the preferential country of origin and, if requested by Siemens, documents according to the requirements of the relevant preferential law to prove the preferential origin (e.g. supplier declarations)
 - 18.3 In the event of changes to the origin or characteristics of the goods or services or the applicable foreign trade law, the Supplier shall update the export control and foreign trade data as early as possible, but no later than 2 weeks before the delivery date, and notify Siemens in text form. The Supplier shall bear all expenses and damages incurred by Siemens due to the absence or inaccuracy of export control and foreign trade data.
- ## 19. Reservation Clause
- The fulfilment of the contract by us is subject to the provision that there are no obstacles to fulfilment due to national or international regulations of foreign trade law and no embargoes and/or other sanctions.
- ## 20. Collateral Agreements
- Any collateral agreements shall be made in writing to be effective. This written-form requirement can only be waived in writing.
- ## 21. Applicable Law
- Contractual relations shall be governed by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention) of April 11, 1980 shall not apply.
- ## 22. Place of Jurisdiction
- The place of jurisdiction shall be Wallisellen. Siemens shall however also be entitled to bring an action against the Supplier at the place of its corporate headquarters.