SIEMENS

Terms and Conditions - Project

1. General

1.1. The scope, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services to be provided by Siemens (collectively referred to as "**Works**") are exclusively defined as the case may be either in the order confirmation issued by Siemens or the Contract signed by the Customer and Siemens.

1.2. The offer letter from Siemens together with these terms and conditions and those other documents expressly identified in the offer letter as forming part of the contract shall together constitute the entire agreement between the parties (the "**Contract**"). Any terms and conditions of the Customer shall apply only where expressly accepted in writing by Siemens.

2. Rights of Use

2.1. Except as expressly otherwise agreed in this Contract, as between the parties all intellectual and industrial property rights in the Works, in all documents provided by Siemens in connection with this Contract (the "**Documents**") and in all software, hardware, know-how ("**IPR**"), and other things provided with or as part of the Works and the Documents shall be the exclusive property of and vest in Siemens. The Customer shall not reverse engineer, decompile, or reproduce the Works or parts thereof and shall ensure that third parties will not reverse engineer, decompile, or reproduce the Works in each case to the extent mandatory law does not prohibit such limitation.

2.2. The Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the Works by the Customer's own personnel, unless explicitly agreed otherwise in writing by Siemens.

2.3. If the Works include software, such software is licensed under the license terms contained in the software documentation, the software itself or in the attached license terms (in each case the "**applicable license conditions**"), which shall prevail over this Clause 2 The software is issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software as described in the applicable license conditions, or, if no such terms are provided, for the purpose of operation and routine maintenance of the Works.

2.4. The Works may contain software and technology from third-party providers, including open-source software licensed by third parties ("**Third-Party Technology**") under separate terms ("**Third-Party Provider Terms**"). Siemens shall indicate the Third-Party Technology and Third-Party Provider Terms in the software documentation, in source code supplied (if any), in the additional supplementary terms and/or in the "Readme_OSS" or similar files insofar as Siemens is required to do so. If the Third-Party Provider Terms require that Siemens provide Third-Party Technologies in the form of source code, Siemens shall do so on request and on reimbursement of its reasonable expenses for so doing.

2.5. The Third-Party Technology may contain open-source software components ("**OSS Components**") and/or components that are not open-source software ("**Commercial Software**"). Siemens describes in the "Readme_OSS" or similar files whether Third-Party Technology is OSS Components or Commercial Software. The Customer is entitled to use OSS Components in accordance with the respective applicable open source software license conditions ("**OSS Conditions**"), which OSS Conditions shall prevail over the Contract in respect of the OSS Components. These OSS Conditions shall have priority also in relation to the software in the Works or parts thereof insofar as the OSS Conditions grant the Customer certain rights of use on the basis of the connection of OSS Components with the software.

2.6. If the software contains Commercial Software that is subject to Third-Party Provider Terms ("**Commercial Terms**"), these Commercial Terms shall apply to the liability of the third-party provider in relation to the Customer. These Commercial Terms shall govern the licensing relationship between the third-party provider and the Customer entirely in respect of the Commercial Software insofar as the Commercial Terms specified are expressly identified in the Contract as applying with exclusive effect. If Commercial Terms are specified for the Commercial Software contained in the software in a separate license sheet for the software or in the "Pass-Through Information" section of the Readme_OSS file with the addition "Separate Third-Party Licensor Terms", the Commercial Terms shall additionally apply between Siemens and the Customer. The Commercial Terms shall have priority over the Contract in the event of contradictions. In terms of the liability of Siemens to the Customer, the Contract shall apply in each case.

2.7. The rights granted in Clause 2 shall be transferable to a third party only together with the transfer of ownership of all of the Works to that third party.

2.8. Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, Siemens and its Affiliates may for its own business purposes collect, use, modify, and copy any data received in connection with the Works.

3. Prices and Terms of Payment

3.1. Unless agreed otherwise in writing, prices exclude any additional charges (such as storage, inspections by third parties). The price payable by the Customer for the Works under this Contract shall be referred to in this Contract as the "**Contract Price**".

3.2. Unless expressly stated otherwise, if Siemens undertakes any erection, assembly, installation, commissioning or testing of the Works or a part of the Works outside Siemens' own premises ("**Works on Site**"), the Customer shall bear all incidental costs, such as travel expenses, daily allowances, in addition to the Contract Price.

3.3. The Contract Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) and/or any duties, customs or public charges related to the Contract. The Customer agrees to pay or reimburse Siemens for any taxes, customs, duties or other public charges levied on Siemens in relation to the Works. All payments shall be made to Siemens' bank account without deduction unless such deduction is imposed by law, within 30 days after issuance of the invoice. The Customer shall provide to Siemens tax

receipts from the relevant tax authorities in connection with the payments in due course.

3.4. Without prejudice to any other rights it may have, Siemens may charge interest at 5 percent per annum on any overdue payments.

3.5. Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as agreed otherwise in writing or as may be required by law.

4. Delivery Times, Delay and Liquidated Damages

4.1. Any agreed dates for performance of the Works or any part of it shall be extended by a reasonable period of time if and to the extent that Siemens is delayed or impeded in the performance of its obligations by any third party or by the failure of the Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by the Customer or any third party appointed by the Customer, and compliance with the terms of payment.

4.2. Siemens may, if it is reasonable to do so, deliver the Works in stages or instalments and shall be entitled to invoice for the Works on a corresponding basis.

4.3. If Siemens does not meet the agreed final completion date solely due to the fault of Siemens, the Customer shall be entitled to liquidated damages amounting to 0.5% of the price of the delayed part of the Works per each completed week of delay, in which the Customer suffered loss as a result of such delay. Liquidated damages payable in case of delay shall be limited to 5% of the price of that part of the Works, which, because of the delay, could not be put to the intended use.

4.4. Any other liability of Siemens and any claims, rights, and remedies of the Customer in case of delay except as expressly stipulated in this Clause 4 shall be excluded.

4.5. If the Customer, the Customer's contractors, or any other third party appointed by the Customer causes a delay to the provision of the Works, the Customer shall reimburse Siemens all reasonable additional costs and expenses incurred due to such delay.

5. Transfer of Risk and Title

5.1. Risk of damage to or loss of any part of the Works shall pass to the Customer as follows: (i) if the Works do not include assembly or erection - upon delivery or (ii) if the Works include assembly or erection upon acceptance as specified in Clause 9.Unless agreed otherwise in writing and unless the Works are subject to acceptance as per Clause 9, delivery shall be the date in which Siemens has notified the Customer that the Works are ready.

5.2. The Works shall be deemed delivered if and when the Customer fails to accept delivery without cause. In such case, the Works can be stored and insured at the risk and expense of the Customer and any payment shall become due. The same consequences shall apply on the scheduled date of delivery if the dispatch is postponed for reasons attributable to the Customer.

5.3. Title in any part of the Works shall remain with Siemens until Siemens has received full payment for that part of the Works. Until full payment, Siemens shall have the right to enter any premises where the Works are held in order to inspect to Works and to provide any guidance in relation thereto in order to maintain its title in the Works. If the Customer is not or shall not be the sole end user and ultimate owner of the Works or is procuring them for the benefit of any kind of joint venture, the Customer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that the title shall remain with Siemens until Siemens received full payment for the Works, even if the Works were transferred to such third parties, or were performed in their premises. Upon conclusion of the Contract the Customer authorizes Siemens to notify or enter this retention of title into public registers, books or similar records kept for this purpose by the competent authorities of the relevant countries and to fulfil all necessary formalities.

6. Force Majeure

6.1. A "**Force Majeure Event**" means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by reasonable means and which results in a party, (the "**Affected Party**") being unable to perform or being delayed in performing in whole or in part its obligations under this Contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Siemens' IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits, or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.

6.2. If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event and the Customer shall compensate Siemens for all additional costs incurred by it as a result of the Force Majeure.

6.3. The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

6.4. If one or more Force Majeure Events and their effect last for a period of 180 days in aggregate either party may terminate the Contract by giving to the other a written notice of termination with regard to the part of the Works not yet provided. With regard to the part of the Works not yet provided, Siemens shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination. In no event shall the Customer's obligation to pay Siemens for Work performed be excused due to a Force Majeure event.

7. Obligations of the Customer

7.1. The Customer shall apply for and obtain all necessary licenses, permits and approvals required for commissioning, acceptance and use of the Works.

7.2. The provision of the Works shall be subject to the Customer providing, at its own expense and in a timely manner, everything reasonably required to ensure that Siemens' personnel are able to commence work in time and to carry out the Works in an uninterrupted manner. For Works on Site, the Customer shall provide, without limitation:

a) unrestricted access to the site and related infrastructure,
b) assistance with regard to obtaining required visas, work and residence permits and customs clearance for the Works, personnel, or equipment of Siemens or its subcontractors,
c) all earth-moving and construction work and other ancillary services to the extent not expressly included within Siemens' scope of Works including the necessary works, materials and tools,

d) equipment, tools and materials necessary for Siemens' performance of the Works such as scaffolding, lifting equipment etc.,
e) energy, water, internet access, heating and lighting,
f) suitable, dry and lockable rooms for the storage of materials, tools etc. and adequate working and recreation rooms for personnel of Siemens or its subcontractors, including telephone and communication lines and appropriate sanitary facilities,
g) all necessary health and safety measures to protect the personnel and the property of Siemens and its subcontractors,
h) all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as all required data concerning static and sub-surface conditions of the site, and
i) all necessary materials and equipment to start Works on Site and make sure that the Works on Site can be started as agreed and carried out without interruption.

7.3. The Customer is solely responsible for the conception, implementation and maintenance of a holistic, state-of-the-art security concept to protect its enterprise, plants, systems, machines and networks (including the Works) against Cyberthreats. "**Cyberthreat**" means any circumstance or event with the potential to adversely impact the Customer's plants, systems, machines and networks (including the Works) via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios. Such concept should inter alia include:

a) installation of Updates as soon as they are available in accordance with the installation instructions given by Siemens and using the latest versions (this might include the purchase of upgrades of hardware and software by the Customer). "**Update**" means any software which primarily contains a correction of software errors in theWorks, an Update that fixes a vulnerability ("**Patch**") and/or minor enhancements or improvements of theWorks, but does not contain significant new features. Use of versions that are no longer supported, and failure to install the latest Updates may increase Customer's exposure to Cyberthreats;
b) complying with security advisories, installing Patches and implementing other related measures, published, among others, under www.siemens.com/cert/en/cert-security-advisories.htm.
c) regular vulnerability scanning, and testing, provided however, that (i) it is not performed while the Works are in use, (ii) the system configuration and security level of the Works are not modified; and (iii) if vulnerabilities are identified by the Customer, the Customer shall align with Siemens, shall not refuse acceptance of the Works if Siemens classifies the vulnerability to be irrelevant, and shall not disclose the vulnerability without the prior written consent from Siemens;
d) Implementing and maintaining a state-of-the-art password policy;
e) only connecting the Customer's systems, machines and components as well as the Works to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls, network client authentication and/or network segmentation) are in place and the manufacturers' guidelines are fulfilled;
f) minimizing the risk of a malware infection (e.g. through content of USB-storage media and other removable storage devices connected to the Works) through malware scanners or other appropriate means.

7.4. The Customer acknowledges that Works on Site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws "**hazardous materials**" or "**hazardous waste**".

7.5. If Siemens discovers hazardous materials (including asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions which have an adverse effect on the Works, the Customer shall be liable for any required remediation and shall also reimburse Siemens for any reasonable additional costs and expenses. The Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws.

7.6. The Customer shall be responsible for the collection and disposal of the waste electrical and electronic equipment and industrial batteries at the end of their use phase at its own expense according to the law at the place of use.

7.7. Siemens shall comply with the Customer's site rules and regulations when Works on Site, provided that the Customer informs Siemens, in writing, of all relevant site rules and regulations in force at the premises within a reasonable period of time prior to performance of the Works on Site.

Siemens shall not be obliged to provide the Works on Site in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall be taken by the Customer, at no cost to Siemens, before the Works on Site commence and shall be maintained by the Customer during Siemens' performance of the Works on Site.

The overall responsibility for the health and safety conditions on Customer's site vests solely with the Customer. Siemens will not be considered as the Main Contractor ("Kablan Rashai") or Construction Executor ("Mevatzea Habneya") on Customer's site.

The Customer shall inform Siemens prior to the execution of any Works on Site about potential health or safety risks which may originate from the Customer's plant or equipment or may exist at Customer's site, including but not limited to hazardous materials which may exist in addition to those already specifically addressed in the Contract or which may be generated or released in the course of the Works on Site ("**HS Risks**").

If a potential health or safety risk arises, then, without limiting its other rights and remedies, Siemens may suspend its work until the respective health or safety risk has been permanently eliminated, or protective and preventive measures required by Siemens have been taken by the Customer.

The Customer shall reimburse Siemens all additional costs incurred by any special protective and preventive measures as deemed necessary by Siemens to deal with existing HS Risks as well as costs resulting from the suspension. The contractual schedules, agreed dates and time limits shall be adjusted accordingly.

The Customer is responsible for the health and safety conditions on site, shall comply with any applicable laws as well as the laws, regulations and requirements of the European Union, and shall implement and conduct a risk assessment of potential hazards for the health and safety of the personnel on site, measures to control such risks (including suitable safety and working regulations for the work on site, emergency and evacuation procedures, and effective medical aid systems and resources), and potentially necessary corrective measures. Prior to their

performance of any activity on site, Customer shall provide Siemens' and its subsuppliers' personnel with the required safety and working regulations and related trainings. If Siemens provides Customer with a safety and health document for the site, the Customer shall comply with the regulations contained therein, including provided updates.

The Customer is responsible for ensuring that the site, including the ambient air and all parts of the plant Siemens' employees or subcontractors may come in contact with, are free of asbestos. The ambient air shall be deemed free of asbestos if the airborne asbestos fiber concentration does not exceed 1,000 fibers/m³ measured with SEM or 10,000 fibers/m³ measured with PCM. Upon request by Siemens, the Customer shall certify these conditions by a licensed and independent institute. Siemens shall be entitled to perform corresponding measurements.

In case aforementioned parts or ambient air is not free of asbestos or as long as the permanent absence of asbestos is not ensured, Siemens may, without limiting its other rights and remedies, suspend any work in affected areas and reject any delivery of asbestos-containing parts to its factory or workshop until it is certified by a licensed and independent institute that the site and the parts are free of asbestos. The costs of such certification and/or other expenses related to on site asbestos shall be borne by the Customer. Siemens may nevertheless agree to perform certain limited scope of work under defined protection measures to the extent determined by Siemens. Siemens shall be entitled to compensation for any additional cost incurred and to a reasonable extension of time for the provision of the Works.

7.8. For any portion of the Works performed by Siemens and/or its subcontractors on a time basis, the Customer shall confirm with Siemens on a weekly basis the hours worked by Siemens' and/or its subcontractors' personnel.

7.9. Siemens is entitled to provide services as part of the Works via remote access through a secure communications platform, including but not limited to software updates.

The Customer shall provide at its own expense an internet connection (e.g. wired or wireless broadband connections via DSL, UMTS or LTE) that meets the technical requirements of a remote connection.

The Customer shall grant Siemens access to the components or equipment to be serviced under this Contract ("**Service Objects**") via remote access. If contractually agreed with the Customer, the Customer shall activate and accept each remote access of Siemens. To carry out a remote service, an instructed service employee of the Customer who is familiar with the Customer's Service Objects and production system must be present on site.

The Customer shall satisfy itself that the security measures proposed by Siemens in respect of remote access as envisaged under the Contract is compatible with the Customer's operating environment, its security requirements and internal policies.

The Customer shall remain responsible for the security of its systems and Service Objects, and the hardware and software located thereon, including the immediate installation of updates and patches.

Insofar as the Customer provides its own remote platform or a remote platform hosted by a third party ("**Customer-Specific Remote Platform**") for remote access, this shall constitute a necessary provision. The Customer shall ensure the availability of this Customer-Specific Remote Platform for the provision of the remote service by Siemens. Customer is solely responsible for the Customer-Specific Remote Platform, in particular for the security, freedom from viruses, and data integrity, as well as the security of its systems, people, and machines. Siemens assumes no liability for the IT security of the remote access via the Customer-Specific Remote Platform and may refuse its use if the remote access provided by this remote platform does not comply with Siemens' IT security requirements.

8. Changes to the Works, Variations

8.1. Either party may at any time request in writing changes, modifications or additions to the scope of the Works (hereinafter referred to as "**Variation**"). Upon receipt of a Variation request, Siemens may either (i) decline the variation request at its sole discretion or (ii) provide the Customer with a written quotation for the requested Variation, specifying the effects of the requested Variation on the Contract, including any necessary adjustment of the Contract Price, time schedules and agreed dates, scope of the Works and any other affected provisions of the Contract.

If the Customer wishes to proceed with a requested Variation on the basis of a Siemens Variation quotation, the Customer shall notify Siemens thereof in writing within 14 days of receipt of such Variation quotation. Siemens is not obliged to give effect to the Variation until it has been agreed in writing by the parties.

8.2. If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract signature, Siemens shall be entitled to an adjustment of the Contract, including inter alia an adjustment of the Contract Price to reflect any additional costs to be incurred by Siemens, the time schedules and scope of Works, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

8.3. Without prejudice to the parties' right to request Variations, Siemens may at any time make changes to the Works without the Customer's prior approval, provided such changes by Siemens do not adversely affect the agreed operability, functionality or technical characteristics of the Works. Siemens shall not be entitled to any additional payment, extension of time, or other adjustment of the Contract in respect of such changes.

9. Acceptance

9.1. If the Works are subject to acceptance, the Customer shall accept the Works upon their completion including successful performance of acceptance tests if such tests have been agreed on. In case of partial delivery, the Customer shall accept functional parts of the Works separately upon their completion. For the avoidance of doubt the Works shall not be subject to acceptance unless specifically agreed otherwise in writing. The terms of this Clause 9 will only apply when the Works are subject to acceptance.

9.2. If Siemens notifies the Customer that the Works or a part of the Works are ready for acceptance, the Customer shall declare the acceptance of the Works or relevant part in writing within two weeks of the notified date. Upon expiry of the two week period the Works or relevant part of the Works shall be deemed accepted, unless the Customer has stated and substantiated in writing legitimate grounds on which it refuses acceptance. The acceptance shall be effective as of the date of Siemens' notification.

9.3. In any case, the Works or parts of the Works shall be deemed accepted as soon as they are put into

commercial operation or if the acceptance tests have not been carried out within 1 week after their scheduled dates due to reasons not attributable to Siemens.

9.4. The Customer shall be entitled to refuse acceptance only in case of Defects (as defined in Clause 10.1 below) in the Works which significantly affect the use of the Works. Those items shall be listed in the acceptance record and shall be remedied by Siemens within a reasonable period of time or as agreed between the parties.

9.5. In the event performance tests, functional tests, and/or trial runs are to be carried out by Siemens after the Works have been accepted pursuant to the previous paragraphs, acceptance shall not be affected by any failure to pass said tests.

9.6. All costs and expenses of the Customer and any third parties (other than those of Siemens' own personnel or contractors) incurred in connection with inspections, tests, approvals, acceptance procedures etc. shall be borne by the Customer.

10. Defects Liability

10.1. In this Contract, and subject to Clause 10.2, a defect shall mean any non-conformity of the Works with the express terms of this Contract resulting from circumstances existing in the Works at the time of the transfer of risk to the Customer ("**Defects**").

10.2. The following shall not be Defects:

a) normal wear and tear, non-conformity resulting from excessive strain,
b) non-conformity resulting from faulty or negligent handling, or from incorrect changes or incorrect maintenance work or incorrect extension of the Works via interfaces by the Customer or any third party; non-compliance with instructions or recommendations in operation or maintenance manuals and other documents;
c) installation, erection, modification, commissioning, or pre-commissioning, in each case not carried out by Siemens,
d) non-reproducible software errors,
e) defects which do not significantly impair the use of the respective Works,
f) defects due to unsuitable equipment and/or an unsuitable operating environment, both not provided by Siemens under this Contract, or due to any external risks not expressly assumed by Siemens under the Contract. Potential claims of the Customer in relation to other agreements with Siemens shall not be affected.

10.3. The Customer shall notify Siemens in writing of any Defects without undue delay.

Upon such written notification, Siemens shall, at its option, remedy a Defect by repair, replacement, or re-performance. Where possible Siemens is entitled to rectify the defect by means of remote access. Siemens shall be given a reasonable period of time and opportunity to remedy the Defect.
For this purpose, the Customer shall at no charge to Siemens

a) provide Siemens with the documentation and information which is necessary for the rectification of a defect,
b) grant Siemens working access to the non-conforming Works,
c) undertake any necessary disassembly and re-assembly,
d) for defects that occur in the software: ensure that Siemens has available to it the necessary hardware and software as well as the necessary operating conditions with suitable personnel.

Upon Siemens' request, the Customer shall ensure that title to the replaced defective parts shall transfer to Siemens.

Insofar as a part has to be merely delivered, the Customer shall immediately inspect that part and shall notify Siemens in writing of any Defects without undue delay. Customer's claims for defects shall be excluded for any apparent defects, if the Customer has failed to do so.

10.4. Unless otherwise agreed, the defects liability period for any part of the Works is 12 months. It starts at the date of transfer of risk as per clause 5.

For replaced or repaired parts of the Works, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the Works expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period.

Siemens is not liable for any Defects unless notified in writing by the Customer to Siemens before the end of the defects liability period.

10.5. Siemens does not warrant or guarantee that the Works will be secure from Cyberthreats and does not contain any vulnerability. If software is defective, Siemens shall only be obliged to provide the Customer with an updated version of the software in which the Defect has been remedied when such updated version is reasonably available from Siemens or, if Siemens is only licensee, from Siemens' licensor. If the software has been modified or individually developed by Siemens, Siemens shall in addition provide the Customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be substantially impeded. Defects will only be remedied in the latest software version provided under this Contract. Potential claims of the Customer in relation to an earlier software version shall not be affected, provided that the Customer legitimately uses a license in relation to an earlier version of the software (because the Customer has been given the option to exercise the right of use in relation to the earlier version). Siemens shall not be liable for software defects if the software is provided free of license fee and/or for validation purposes such as, e.g., trial or demo licenses or as additional programs with application examples attached to the Works.

10.6. If and to the extent the Customer has acquired a subscription, Siemens shall during the agreed term provide and maintain the Works in a state suitable for use as contractually agreed and remedy reported Defects in the Works in accordance with section 10.3 This obligation to maintain shall not include adaptation of the Works to changed conditions of use or technical and functional developments such as changes in the Customer´s IT environment, specifically including changes to the hardware or operating system or the establishment of compatibility with new data formats. "**Subscription**" means a time-limited access to use certain software as part of the Works through prepayment or subsequent payment (e.g. rental license, software subscription). Clause 10.4 shall not apply.

10.7. If Siemens carries out remedial work and it is ultimately not established that there was a Defect, the Customer shall pay Siemens for such remedial work including error diagnosis.

10.8. Any other liability of Siemens and any claims, rights and remedies of the Customer in case of defects of the Works shall be excluded except as expressly stipulated in this Clause 10 All warranties, representations, conditions,

and all other terms of any kind whatsoever implied by statute or common law are excluded from this Contract.

11. Intellectual Property Rights

11.1. If a third party asserts legitimate claims against the Customer that the Works infringe an IPR owned by such third party, then subject to the following provisions of this Clause 11, Siemens shall, at its option and expense, either:
a) obtain a right to use the relevant IPR in connection with the Works; or
b) modify the Works so as not to infringe the relevant IPR; or replace the infringing part of the Works.

If, in the opinion of Siemens, none of the foregoing is reasonably possible, Siemens may take back the relevant part of the Works and reimburse the price for such part.

11.2. Siemens' obligations in Clause 11.1 are subject to the following conditions:
a) the Customer has immediately notified Siemens in writing of the third party's claim and furnished Siemens with a copy of each communication, notice or other action relating to the alleged infringement,
b) the Customer does not acknowledge an infringement and provides Siemens with the authority, information and assistance reasonably required by Siemens to defend or settle such claim, and
c) Siemens is given sole control of the defense (including the right to select counsel), and the sole right to settle such claim.

11.3. If the Customer ceases to use the Works or any relevant portion thereof, it shall notify the third party in writing that this cessation of use is not an admission of IPR infringement.

11.4. Any claims of the Customer shall be excluded if the Customer (including its agents, employees or contractors) is responsible for the IPR infringement. The Customer shall be deemed responsible for the claimed IPR infringement if, without limitation, it was caused by (i) specific demands of the Customer, (ii) use of the Works for a purpose or in a manner not foreseeable by Siemens, (iii) a modification of the Works by the Customer, or (iv) use of the Works in connection with other equipment.

11.5. This Clause 11 sets forth Siemens' entire liability for infringement of third party IPRs. Any other claims, rights, and remedies of the Customer shall be excluded.

12. Liability

Unless explicitly stipulated in this Contract, this Clause 12 shall exclusively govern the liability of Siemens for damages, costs and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in Contract, in tort (including negligence), misrepresentation, indemnity, under warranty or otherwise.

12.1. Siemens shall be liable for bodily injuries and for intentional acts or omissions pursuant to the applicable law.

12.2. Siemens shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties ,loss of hydrocarbons, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power, or for any indirect or consequential damage.

12.3. Siemens' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) Defects, warranty or otherwise arising by reason of or in connection with the Contract or the termination thereof shall not exceed 20% of the Contract Price per event and shall, under any circumstances, be limited in aggregate to 100% of the Contract Price.

12.4. Any limitations of liability set forth in this Contract shall also apply for the benefit of Siemens' Affiliates, subcontractors, employees, agents or any other person acting for Siemens.

12.5. Reserved.

12.6. If the Customer is not or shall not be the sole end user and ultimate owner of the Works or is procuring them for the benefit of any kind of joint venture, the Customer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that Siemens is given the benefit of the indemnities, exclusions and limitations of liability in the Contract by all such users, owners or participants (as if the user, owner or participant were the Customer) and shall indemnify Siemens against claims by them to the extent that Siemens would not be liable therefor to the Customer under the Contract if the claim had been made by the Customer.

12.7. Any and all liability of Siemens under this Contract shall cease with the expiry of the defects liability period of the Works.

12.8. Any rights and remedies of the Customer against Siemens that are not expressly stipulated in the Contract shall be excluded.

12.9. To the extent the Works include supervision, Siemens is only obliged to provide correct and clear instructions and shall not be liable for the consequences of any non-compliance with those instructions.

13. Assignment and Sub-contracting

13.1. The Customer may not assign this Contract or any part thereof without Siemens' prior written approval.

13.2. Siemens may transfer, assign, or novate the Contract or any part of it to an affiliated company ("**Affiliate**"), being any legal entity ("**Company**") which directly or indirectly is controlled by Siemens, controls Siemens or is controlled by a Company which directly or indirectly controls Siemens.

13.3. Siemens shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business of Siemens to a third party.

13.4. Siemens may sub-contract parts (but not all) of the Works.

14. Confidentiality, Data Protection

14.1. The parties shall use any documents, know-how, data or other information provided by the other party ("**Information**") exclusively for the purpose of this Contract and keep the same confidential subject to the following. The parties may disclose Information to employees of the receiving party and to third parties who reasonably need to know such Information for the purpose of the Contract provided such employees and third parties are bound by equivalent confidentiality obligations. The party

disclosing Information shall be held liable for a breach of such obligations by its employees or a third party.

14.2. This confidentiality obligation shall not apply to Information which
a) is or becomes part of the public domain other than by fault of the receiving party;
b) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;
c) is developed independently by the receiving party without reliance on Information;
d) was known to the receiving party prior to its disclosure by the other party; or
e) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement, to the extent permitted by law).

14.3. This confidentiality obligation shall survive the expiration or termination of this Contract for 5 years.

14.4. Siemens and the Customer shall comply with the statutory provisions relating to protection of personal data. The Customer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable Siemens to perform the Works without any breach of law. The Customer is advised to take appropriate measures – as far as possible – to prevent access of Siemens to personal data or trade secrets of the Customer while providing the Works. In the event that it cannot be prevented that Siemens is granted access to personal data of the Customer, the Customer is obliged to inform Siemens in due time before the Works are performed. The Customer and Siemens shall then agree on the actions to be taken.

15. Suspension

15.1. Siemens may suspend performance of its obligations under the Contract, if (i) the Customer is in delay with any payment or in providing any payment security required under this Contract for more than 30 days or (ii) the Customer fails to perform those of its obligations necessary for Siemens to provide the Works, or (iii) the Customer otherwise materially breaches the Contract.

15.2. If Siemens suspends the Contract in accordance with Clause 15.1 or in the event the Customer suspends the Contract without the express written agreement of Siemens, the Customer shall become immediately liable to pay Siemens for all parts of the Works already provided. The Customer shall further reimburse Siemens all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

16. Termination

16.1. Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, is under a 'stay of proceedings' order, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation or a third party commenced any liquidation or bankruptcy or receivership proceedings against the Party, which have not been terminated within 30 days thereafter.

16.2. Save as provided under Clause 6.4 and Clause 16.1, the Customer may terminate the Contract only in the circumstances set out below:
a) Reserved;
b) upon 14 days written notice in the event Siemens has materially breached the Contract and has not remedied the breach within a reasonable period after receiving written notification of the breach from the Customer; or
c) if and to the extent the Customer has acquired a Subscription, the Customer can terminate the Subscription at any time and with immediate effect by notifying Siemens accordingly in writing unless an alternative notice period is agreed in the Contract. No reimbursements or credit notes shall be issued as a result of termination under this Clause 16.2.c)

16.3. If and to the extent the Customer has acquired a Subscription, the licenses affected shall expire automatically on termination of this Contract or expiry of the rental or subscription term. In addition, if software has been made available to the Customer, the Customer shall:
a) completely remove from all of its systems all software for which the licenses are expiring,
b) ensure that no copies or residual information from Siemens remains installed on the Customer's computers and
c) return to Siemens all copies of the software and software documentation if requested to do so by Siemens within 90 days of the rights of use ending.

Siemens shall be entitled during normal business hours and subject to a reasonable notice period of at least two weeks to send a member of staff to the Customer to be present during removal of the software or to verify thereafter that the software has been removed properly.

16.4. Any termination by the Customer shall not affect those parts of the Works already delivered or performed in accordance with the Contract prior to termination. In the event of termination in accordance with Clause 16.2, the Customer shall remain liable to pay Siemens for all parts of the Works already provided prior to termination. In the event of termination of the Contract in accordance with 16.2.a) and 16.2.b) the Customer shall be entitled to compensation for the reasonable costs incurred in excess of the Contract Price if it has had the Works completed by a third party or – in case of a Subscription – refund of a reasonable portion of the charges paid in advance on a pro-rata basis for the rental or subscription term remaining for the Works concerned. For the avoidance of doubt, Clause 12 shall apply in case of termination. The right to rescind the Contract is excluded.

16.5. Notwithstanding any other rights it may have under this Contract, Siemens may terminate the Contract or licenses granted under it
a) if the Customer comes under the direct or indirect control of any competitor of Siemens; or
b) if the Customer materially breached the Contract and has not remedied the breach within a reasonable period after a notification by Siemens or is in delay in making any payment or in providing any payment security required under this Contract for more than 60 days; or
c) if the Contract has been suspended for more than 60 days.

16.6. In the event of termination by Siemens, Siemens shall be entitled to recover from the Customer (i) the Contract Price less any saved or avoided expenditure and (ii) any additional cost and expenses incurred by Siemens due to such termination. No reimbursements or credit notes shall be issued as a result of termination.

17. Dispute Resolution, Applicable Law

17.1. The Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation

(including non-contractual disputes or claims) shall be governed exclusively and solely by and construed in accordance with the substantive laws of Israel excluding its choice of law rules. The UN Convention on Contracts for the International Sale of Goods shall not apply. The courts of Tel Aviv-Jaffa shall have exclusive jurisdiction over any and all disputes, claims or law-suits arising out of or in connection with this Agreement.

17.2. If a dispute arises out of or in connection with this Contract, the responsible representatives of the parties shall attempt to settle such dispute. Upon request of a party, a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these negotiations by written notification to the other party(-ies) at any time.

Nothing in this Clause shall limit the right of the parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction, or from an emergency arbitrator or arbitral tribunal.

17.3. All disputes arising out of or in connection with the Contract which are not resolved pursuant to Clause 17.2 (Negotiations) including any question regarding the termination or any subsequent amendment of the Contract shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**"). If the value of the total matter in dispute, including the value of any counterclaims, is € 1 million or above, the expedited procedure provisions of the Rules shall not apply and the arbitral tribunal shall consist of three arbitrators. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator, within 30 days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator.

17.4. The seat of arbitration shall be Tel Aviv, Israel. The language to be used in the arbitration shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

17.5. Consolidation of arbitrations pending under the Rules of Arbitration of the ICC into a single arbitration shall only be possible if all parties have agreed to consolidation.

17.6. Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate.

18. Export Regulations

18.1. The Customer shall comply with all applicable sanctions, embargoes and (re-)-export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "**Export Regulation**").

18.2. Prior to any transaction by the Customer concerning the Works (including maintenance, technical support and/or technology) to a third party, the Customer shall check and certify by appropriate measures that:
(a) the Customer's use, transfer, or distribution of the Works, the brokering of contracts or the provision of other economic resources in connection with the Works will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);
(b) the Works are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military);
(c) the Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Works against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and
(d) the Works within the scope of items-related restrictions, as specified in the respective Annexes to the Export Regulations will not, unless permitted by the Export Regulations, be (i) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (ii) resold to any third party business partner that does not take a prior commitment not to export the Works to Russia or Belarus.

18.3. The Customer will not, without Siemens' prior written consent, use the Works to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

18.4. The Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the software, cloud services and/or documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the software, cloud services and/or documentation to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the software, cloud services and/or documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to a cloud services platform any content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any entity, person, or organization to whom the Customer grants access, transfers or otherwise makes available the software or cloud services and/or documentation (collectively "**User(s)**").

18.5. The Customer shall provide any User(s) with all information necessary to ensure compliance with the Export Regulations. The Customer shall (i) be responsible for the use of cloud services by any User; (ii) procure to pass on all of the Customer's obligations under this section 18 to each User; (iii) ensure that all Users comply with the Customer's obligations under this section 18. Should the Customer become aware of any violation of its obligations under this section 18, the Customer shall immediately terminate the relevant User's access to the cloud services.

18.6. Upon request by Siemens, the Customer shall promptly provide Siemens with all information pertaining to User(s), the intended use, and the location of use of the Works. The Customer will notify Siemens prior to the Customer disclosing any information to Siemens that is defense-related or requires controlled or special data handling pursuant to applicable government regulations, and will use the disclosure tools and methods specified by Siemens.

18.7. The Customer will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to the Customer's noncompliance with this section 18, including the Customer's and its third party business partners' violation or alleged violation of any Export

Regulations and the Customer will compensate Siemens for all losses and expenses resulting thereof.

18.8. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any portion of the Works and/or its results, provided by Siemens under or in connection with this Contract (including, but not limited to, hardware, software, technology and corresponding documentation).

18.9. The Customer shall undertake its best efforts to ensure that the purpose of section 18.9 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

18.10. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of section 18.9.

18.11. Any violation of sections 18.8, 18.9 and/or 18.10 shall constitute a material breach of an essential element of this Contract, and Siemens shall be entitled to seek appropriate remedies, including, but not limited to:

18.11.1. request a plan to remedy the infringement,

18.11.2. claim penalties in the amount of the price of the re-exported the Works or 5% of the Contract value, whichever is higher.

18.11.3. rescind the Contract.

18.11.4. suspend any of its business relationships with the Customer and/or any Customer Affiliate, until the breach of sections 18.8, 18.9 18.10 is remedied; and/or

18.11.5. terminate the Contract.

18.12. The Customer, shall immediately inform Siemens about any problems in applying sections 18.9, 18.9 and/or 18.10, including any relevant activities by third parties that could frustrate the purpose sections 18.8, 18.9 and/or 18.10. The Customer shall make available to Siemens information concerning compliance with the obligations under sections 18.3, 18.8, 18.9 and/or 18.10 within two weeks of the simple request of such information.

18.13. Customer will indemnify and hold harmless Siemens, its Affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with sections 18.3, 18.8, 18.9, 18.10 and/or 18.12.

19. Miscellaneous

19.1. Siemens shall not be obligated to fulfill this Contract 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. The Customer acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by the Customer and/or User(s) to software and/or cloud services.

19.2. If any provision of this Contract is prohibited or declared invalid or unenforceable by any court or tribunal of competent jurisdiction, this shall not affect the validity or enforceability of any other provision. The parties shall use their reasonable efforts to substitute such provision by a legal, valid or enforceable one with the same or a similar result.

19.3. Termination notices or amendments to this Contract (including any waiver of the written form requirement), other notices, as well as the Contract itself, must be executed either in writing or by electronic signature, using a software tool for electronic signatures.

19.4. No delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall affect, impair or operate as a waiver of such right, power or remedy.

19.5. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

19.6. This Contract is drawn up in the English language. If this Contract is translated into another language, the English language text shall in any event prevail.

19.7. Nothing in this Contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

19.8. No provision of this Agreement shall be applied or interpreted adversely to a party solely because that party was responsible for the preparation of this Agreement. The provisions of Section 25(b1) of the Contracts Law (General Part), 1973 shall not apply.

20. Links

Document	*Link for Download*
Attachment 1	Software Licensing Conditions