

COMMON CORE TERMS

These Common Core Terms (“**CC Terms**”) are agreed between the Siemens entity named on the Order as defined below (“**Siemens**”) and the customer that accepted the Order (“**Customer**”). These CC Terms together with the applicable Supplemental Terms as defined below form the “**Agreement**”.

1. DEFINITIONS

- 1.1 “**Affiliate**” means any legal entity that directly or indirectly is controlled by a party, controls a party, or is controlled by a legal entity that directly or indirectly controls a party.
- 1.2 “**Contract Year**” is the 12 months period starting with the effective date of the Order or its anniversary.
- 1.3 “**Contributions**” means everything provided by or through Customer in connection with the Order.
- 1.4 “**Offerings**” means the services, products, documentation, software, work, software as a service, platform as a service, or other items provided to Customer as exclusively defined in an Order.
- 1.5 “**Order**” means an order form, a statement of work (“**SOW**”), or other document that sets forth the Offerings and fees, incorporates the terms of this Agreement, and is affirmatively accepted by both parties. The parties may enter into one or more Orders.
- 1.6 “**Supplemental Terms**” means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.

2. DELIVERY

- 2.1 **Performance.** Siemens will deliver the Offerings and invoice as scheduled in the Order.
- 2.2 **Scheduling and Force Majeure.** Siemens will use commercially reasonable efforts to minimize any delay. Siemens may, if it is reasonable to do so, deliver the Offerings in stages or installments and may invoice accordingly. Neither party will be liable for failure or delay in performance due to any cause beyond its or its suppliers’ reasonable control that could not have been prevented by good industry practice (“**Force Majeure Event**”), regardless of whether the cause was foreseeable. The delayed party will promptly notify the other party and use commercially reasonable efforts to correct the failure. Impacted schedules in the Order will be reasonably adjusted for a Force Majeure Event. If a Force Majeure Event continues for more than 180 days, either party may terminate the Order unless cured within 30 days of written notice, and Customer will compensate Siemens for the Offerings provided up to the date of termination.
- 2.3 **Contributions.** Customer will ensure that Siemens, its Affiliates, and its subcontractors have the right and the access required to use any Contributions required for the performance of services. Customer is responsible for the performance and interoperability of Contributions and will obtain all necessary consents and licenses at its expense. Customer shall indemnify and defend Siemens, its Affiliates, and its subcontractors against any claims, damages, and costs arising in connection with the use of any Contributions. Siemens will give Customer written notice of any such claim, provide reasonable cooperation, and allow Customer to control the defense and settlement.

3. CHANGES

- 3.1 **Change Requests.** Upon submission of a change request, Siemens will submit a fee estimate, schedule impact, and any other amended provisions of the Order to Customer. The change only becomes effective upon written acceptance by both parties.
- 3.2 **Required Changes.** If Customer’s site rules or any engineering standards, codes of practice, laws, or decisions or guidance issued by courts or public authorities are enacted or amended after the effective date of the Order, Siemens will be entitled to an adjustment of the Order, including an adjustment of the fees to reflect any additional costs to be incurred by Siemens, the time schedules, and scope of Offerings, as necessary to compensate for any adverse effects or additional requirements deriving from such changes.

4. PAYMENT AND TAXES

- 4.1 **Payment Terms.** Customer will pay the fees and necessary travel and incidental expenses within 30 days of the invoice date without deduction or set-off.
- 4.2 **Taxes.** All amounts to be paid to Siemens are exclusive of taxes and any other charges. Customer will pay or reimburse Siemens for any applicable taxes, duties, or other charges imposed by any government authority on Customer’s use or receipt of Offerings. If Customer is required by law to make any income tax deduction or to withhold income tax, the amount payable to Siemens shall be increased so that

Siemens receives a net amount equal to the amount invoiced. Customer will promptly provide all tax receipts in connection with the respective Order.

5. RIGHTS

- 5.1 **Retained Intellectual Property.** Each Party will retain all rights in any data, software, ideas, know-how, or any other proprietary material or information (“**Intellectual Property**”) that it developed or acquired outside of the respective Order and retains all improvements, modifications, or derivatives that it makes thereto (“**Retained IP**”).
- 5.2 **Licensed Intellectual Property.** Unless otherwise specified in an Order, any Intellectual Property developed under an Order as part of the Offering is owned by Siemens and licensed to Customer (“**Licensed IP**”).
- 5.3 **License.** Siemens grants to Customer the non-exclusive, worldwide, perpetual, and non-transferable right to use Siemens’ Retained IP and Licensed IP in unmodified form for Customer’s internal use as end-user as part of the Offering. Additional license rights and restrictions may be stated in the respective Order.
- 5.4 **Additional Terms and Conditions for Software.** If Siemens delivers any third-party software, technology, and other materials, including open source software, licensed by third parties (“**Third-Party Technology**”) under separate terms (“**Third-Party Terms**”), Siemens will provide such Third Party Terms in the documentation, Supplemental Terms, “read me” files, header files, notice files, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms prevail with respect to Third-Party Technology. If Third-Party Terms require Siemens to furnish Third-Party Technology in source code form, Siemens will provide it upon written request and payment of any shipping charges. The Offerings may also contain Siemens’ software under separate terms. Software Offerings will be delivered in executable form unless the applicable license terms specify delivery of source code. Customer will not reverse engineer, decompile, or copy Offerings or parts thereof unless permitted by mandatory law or the applicable terms.
- 5.5 **Feedback and Residual Knowledge.** Customer may provide ideas regarding the Offerings, including requests for changes, enhancements, or error corrections (collectively “**Feedback**”) in the course of using or evaluating the Offerings. Siemens may gain expertise, know-how, ideas, concept, techniques, and generalized frameworks in the course of performance under this Agreement that is retained in the unaided memory of its employees (“**Residual Knowledge**”). Feedback and Residual Knowledge may be used by Siemens without condition or restriction.
- 5.6 **Data.** Siemens and its Affiliates may use data received from Customer or collected in connection with the provision of the Offerings (“**Collected Data**”) for the internal business purpose (for example: improving its offerings). Siemens and its Affiliates may use Collected Data on an aggregated basis in a form that does not identify Customer or any users for external business purposes (for example: for information and industry trends, benchmarking data, and marketing). Any legal obligations regarding personal data remain unaffected. These rights do not apply to Collected Data for which Customer holds registered Intellectual Property.

6. INTELLECTUAL PROPERTY INFRINGEMENT

- 6.1 **Infringement.** If a third party makes a claim against Customer that the Offerings infringe any trade secret, any copyright, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, Siemens may at its option and expense (i) obtain the right to continue using the Offerings, (ii) modify the Offerings to become non-infringing, or (iii) replace the infringing part of the Offerings. If such remedies are not reasonably available, Customer shall cease using the infringing portion of the Offerings, return all related portions of the Offerings in its possession, and will receive for the infringing portion a pro rata refund of prepaid fees. For hardware or perpetual software this refund will equal to the remainder of a 60-month amortization period from the initial delivery and for subscription services to the remainder of the term of the Order. If a refund is given, any applicable licenses to such Offering automatically terminate. Siemens may provide the foregoing remedies at any time. If Customer ceases to use the Offerings or any relevant portion thereof, it will notify the third party in writing that its cessation of use is not an admission of infringement.
- 6.2 **Preconditions.** Customer must give Siemens (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim, and (iii) sole authority to defend, acknowledge, or settle the claim. Siemens will not admit liability or incur obligations on Customer’s behalf without Customer’s prior written consent, which will not be unreasonably withheld.
- 6.3 **Exclusions.** Siemens will not have any liability or indemnification obligation to the extent that an infringement claim arises out of (i) Customer assistance, requests, instructions, or Contributions, (ii) information or data not provided by or on behalf of Siemens, (iii) use of the Offerings for a purpose or in a manner not authorized by and reasonably foreseeable by Siemens, (iv) use of the Offerings in combination with software, equipment, products, or other offerings not provided by Siemens, (v) failure to use a replacement, correction, patch, or new version of the Offering offered by Siemens that performs substantially the same functions, (vi) any adjustment, modification, or configuration of the Offering not

- made by Siemens, (vii) use of Offerings provided free of charge, (viii) use of a prior version of the Offering to the extent that a current version is non-infringing, or (ix) deliverables resulting from services.
- 6.4 **Sole and Exclusive Remedy.** This Section sets forth Siemens' entire liability and Customer's sole and exclusive rights and remedy for infringement of third-party intellectual property rights.

7. LIMITATION OF LIABILITY

- 7.1 **General.** This Section shall exclusively govern the liability of Siemens for all claims, costs, damages, and indemnities, regardless of the form of action.
- 7.2 **Limitations.** With regard to Offerings with recurring fees, such as service contracts, subscriptions ("Recurring Fee Offerings"), Siemens' liability per event is limited to the fees paid to Siemens during the Contract Year for the part of the Recurring Fee Offering that gave rise to the claim. The aggregate liability for all claims arising in a Contract Year is limited to the total fees paid during such Contract Year for the Recurring Fee Offering within an Order.
For all other cases ("Other Offerings"), Siemens' liability per event will not exceed 50% of the total fees paid to Siemens for the Other Offering within an Order. The aggregate liability for all claims in connection with the Other Offering is limited to the total fees paid for the Other Offering within an Order.
- 7.3 **Scope of Limitation.** The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.
- 7.4 **Disclaimer Damages.** In no event will Siemens be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, loss of use, contractual claims of third parties, lost revenue or profits, or loss of capital and interest, even if such damages were foreseeable, or (ii) any Offerings provided free of charge.
- 7.5 **Time Limitation and Beneficiaries.** Any claims of Customer shall be excluded after the later of (a) the expiry of the warranty period or (b) 1 year after the Offering is delivered. The foregoing limitations and exclusions apply to the benefit of Siemens, its Affiliates, and their respective officers, directors, licensors, subcontractors, and representatives.

8. SUSPENSION AND TERMINATION

- 8.1 **Suspension.** Siemens may suspend performance of its obligations under the Order on written notice to Customer if (i) payment is more than 30 days past due, (ii) Customer fails to provide required Contributions, or (iii) Customer materially breaches the Order. Upon suspension, Customer shall pay the fees, costs, and expenses related to any portion of the Offerings delivered prior to the effective date of suspension plus any reasonable expenses already incurred or committed as a result of such suspension. If Siemens resumes performance, all affected schedules will be adjusted to reasonably accommodate such suspension. After 15 days' suspension for any reason, Siemens may reassign personnel.
- 8.2 **Termination.** Either party may terminate any Order upon written notice if the other party (i) becomes bankrupt or insolvent, goes into liquidation, has a receiving order made against it, compounds with its creditors, or continues business under a receiver, trustee, or manager for the benefit of its creditors, or (ii) fails to cure a material breach within 30 days of notice. Siemens may also terminate any Order if Customer comes under the direct or indirect control of any competitor of Siemens.
- 8.3 **Effect of Termination.** Customer will pay the fees and expenses related to any portion of the Offerings delivered prior to the effective date of termination. The right to rescind an Order is excluded. Upon termination of an Order for Customer's material breach, Customer will pay all fees less any expenditures avoided by termination, plus all costs incurred by Siemens due to such termination. Sections 2.3, 4, 5, 6, 7, 8.3, 9, 10, 11.2, 11.4, 11.6 and 11.8 survive termination of an Order.

9. EXPORT CONTROL COMPLIANCE

- 9.1 **General.** Customer shall comply with all applicable sanctions, embargoes, and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America, and any locally applicable jurisdiction(s) (collectively "Export Regulations").
- 9.2 **Checks for Goods and Services.** Prior to any transaction by Customer concerning goods (including hardware, documentation and technology) delivered by Siemens, or services (including maintenance and technical support) performed by Siemens to a third party, Customer shall check and certify by appropriate measures that (i) the Customer's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods and services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the goods and services 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);, (iii) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and (iv) goods and services 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 (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such goods and services to Russia or Belarus.

- 9.3 **Semiconductor Development.** Customer will not, without advance written authorization from Siemens, use Offerings for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.
- 9.4 **Information.** Upon request by Siemens, Customer shall promptly provide Siemens with all information pertaining as applicable to user(s), the intended use, the location of use and the final destination of the Offerings. Customer will notify Siemens prior to 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.
- 9.5 **Indemnification.** Customer shall indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses), and damages relating in any way to Customer's noncompliance with this Section 9, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations and Customer shall compensate Siemens for all losses and expenses resulting thereof.
- 9.6 **Reservation.** Siemens shall not be obligated to fulfill this Agreement including any Order 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. Customer acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by Customer and/or user(s) to the Offerings.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 **Confidential Information.** "Confidential Information" means all documents, know-how, data, or other information disclosed by one party or its Affiliates to the other party or its Affiliates under this Agreement that is marked as confidential or the confidential nature of which is reasonably evident. Confidential Information includes the terms of this Agreement and any Order, Offerings, Siemens-owned Intellectual Property, and any information Customer derives from benchmarking any Offering. The receiving party (i) will not disclose Confidential Information to any third party, other than to its employees, Affiliates, consultants, contractors, and financial, tax, and legal advisors on a need-to-know basis, (ii) will use Confidential Information only as strictly required to exercise rights or perform obligations under the respective Order, and (iii) will use reasonable means to protect Confidential Information from unauthorized use or disclosure. The receiving party will ensure that all recipients of Confidential Information are bound by confidentiality obligations at least as restrictive as in this Section. Neither party will disclose the terms of this Agreement or any Order without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, Siemens and its Affiliates may identify Customer by name or logo as part of a general customer list on websites and other marketing materials. Upon the discloser's request, recipient will return or destroy all Confidential Information except copies required for compliance with applicable laws or made as a matter of routine information technology backup, so long as they remain confidential. This confidentiality obligation survives the expiration or termination of this Agreement or a respective Order for 5 years.
- 10.2 **Exclusions.** The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.
- 10.3 **Data Protection.** Siemens and Customer will comply with applicable laws regarding protection of personal data.

11. GENERAL

- 11.1 **Siemens Affiliates and Subcontractors.** Siemens' Affiliates may exercise Siemens's rights and fulfill Siemens' obligations under this Agreement. Siemens may use subcontractors and remains responsible for its obligations under this Agreement.

- 11.2 **Assignment.** Neither party may assign or otherwise transfer (by operation of law or otherwise) its rights or obligations under this Agreement without the prior written consent of the other, except that Siemens may assign to an Affiliate or an acquirer of all or substantially all of the business to which the Agreement pertains.
- 11.3 **Independent Contractors.** Nothing in this Agreement creates an employment relationship between Siemens and Customer or any of their personnel.
- 11.4 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will not be affected, and such provision will be interpreted to reflect the original intent of the parties.
- 11.5 **Notices.** Notices will be in writing and sent to the address specified in the applicable Order.
- 11.6 **Applicable Law and Dispute Resolution.** This Agreement will be governed by the substantive laws, excluding choice-of-law rules, of the Province of Ontario and the federal laws of Canada applicable therein. All disputes arising in connection with this Agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of arbitration will be Toronto, Ontario. The language of the proceeding will be English. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 11.7 **Entire Agreement.** This Agreement is the entire agreement of the parties with respect to its subject matter and supersedes any previous or contemporaneous agreements. Electronic signatures or acceptance of this Agreement via an electronic system specified by Siemens will have the same force and effect as manual signatures. This Agreement can be amended only in the same format. Customer terms submitted to Siemens in a purchase order or other document are disclaimed and cannot supersede or modify this Agreement. In the event of a conflict between the CC Terms, the Supplemental Terms, and an Order, the Order prevails with respect to the Offerings ordered thereunder, and the applicable Supplemental Terms prevail over the CC Terms.
- 11.8 **Language.** If Siemens provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.
