

SIEMENS LTD. ("SIEMENS")**GENERAL TERMS & CONDITIONS OF PURCHASE**

1. **Scope:** These General Terms and Conditions ("T&C") shall apply and are hereby incorporated to all Siemens' Purchase Orders and shall constitute an integral part thereof. In any event of a contradiction of any kind and/or nature between the provisions hereof and those prescribed in any of Siemens' Purchase Orders or agreement signed with the Supplier, the provisions of such Purchase Order or agreement (as applicable) shall prevail.
2. **Definitions:** The following terms, when capitalized, shall have the following meanings: **"Confidential Information"** - Any and all information which may be or shall be exposed, disclosed, obtained by, or which otherwise came to, the Supplier's knowledge, related to, inter alia, to Siemens, its business, technologies, activities including but not limited to professional secrets, financial and/or commercial information, business plans, know-how, trade secrets, designs, models, data, financial reports, forecasts, software (including all documentation, source code and specifications), methods, systems, research materials, processes, customers, suppliers and all the like, and/or any other proprietary information with regard to Siemens, its members, officers, employees, etc., all whether disclosed in writing, orally, visually or otherwise. **"Purchase Order"** - A written purchase order issued by Siemens to the Supplier, accompanied by or otherwise referring to these T&C and all of the requirements, specifications or appendices attached thereto. **"Supplier"** - Any person and/or corporation which shall engage with Siemens regarding the provision and/or sale and/or transfer of any goods and/or services to Siemens, as specified in the Purchase Order.
3. **Purchase Orders:** **3.1** The Purchase Order shall be deemed accepted unless the Supplier had informed Siemens in writing (including by Email) otherwise within two business days. The acceptance of a Purchase Order by the Supplier shall strictly correspond to the Purchase Order, including any and all of its terms and conditions. Any deviation thereof and/or supplement thereto shall not bind Siemens unless otherwise pre-agreed by the Parties in writing. **3.2 Assignment; Set off:** Any assignment of any of the Supplier's undertakings under the Purchase Order as well as any assignment of claims including set-off of counterclaims shall be null and void unless expressly approved in advance and in writing by Siemens. For the removal of any doubt, the Supplier shall not be entitled to set off any sum due to it from Siemens under these T&C and/or any other Purchase Order, agreement and/or any other written instrument signed by Siemens and the Supplier and/or applicable law, from any sum due from it to Siemens. **3.3 Alteration of Purchase Order:** Siemens may require the Supplier, in writing, at any time prior to the delivery of the goods and/or other deliverables and/or the performance of the services, as applicable, to alter the Purchase Order with respect to, inter alia, the products, specifications, requirements, works, or timetable for delivery and/or performance. The Supplier shall not be entitled to additional consideration and/or compensation, unless approved in advance by Siemens and in writing. Any alterations, amendments or additions to the Purchase Order shall only become valid if Siemens accepts such in writing. In particular, Siemens is bound by the general terms and conditions of the Supplier only if Siemens specifically agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement. Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these T&C shall not be applicable. **3.4 Cancellation of Purchase Orders:** In addition to any rights provided by law, Siemens may, at its sole discretion, at any time, cancel any Purchase Order (or any part thereof) by providing a written cancellation notice to the Supplier. In such instances, the following provisions shall apply: (i) Siemens shall only pay a portion of the consideration prescribed in the respective Purchase Order, prorated to the number of goods and/or other deliverables actually delivered to it and/or to the scope of services actually performed by the Supplier of prior to such date of cancellation; and (ii) other than the aforesaid pro-rated consideration, the Supplier shall not be entitled to any kind of compensation whatsoever in connection with the respective Purchase Order and/or the cancellation thereof by Siemens. Without derogating from the above, Siemens may opt, at its sole discretion to cancel a Purchase Order without incurring any liability whatsoever in connection therewith and without derogating from any of Siemens' rights and remedies, including those under these T&C and/or applicable law, upon the occurrence of any of the following: (i) Failure of the Supplier to approve the Purchase Order pursuant to the terms hereof; (ii) Any breach of the Supplier's representations, warranties and undertakings under any Purchase Order, agreement and/or any other written instrument signed by Siemens and the Supplier and/or applicable law; including, without limitations, in the event that the Supplier is in delay with its delivery or service (iii) the adherence to the contract by Siemens cannot reasonably be expected from Siemens side because of a reason attributable to the Supplier and taking into consideration the circumstances in the individual case. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract or (iv) in the event Supplier ceases its business activity or becomes or is declared insolvent, or starts (voluntary or involuntary, temporary or final) bankruptcy or liquidation proceedings or is placed under judicial management or seeks protection from, or arrangement with, its creditors, or a receiver is appointed to Supplier a material part of its assets, or Supplier enters similar or analogous proceedings.
4. **Price; Payment:** **4.1 Price:** The prices set in any respective Purchase Order, shall be set, fixed, final, and conclusive (including VAT), all unless otherwise prescribed herein and/or agreed in advance and in writing by Siemens and the Supplier. **4.2 Invoicing:** All invoices duly issued by the Supplier shall indicate all of the details of the corresponding Purchase Order and shall be submitted to Siemens immediately following the delivery of goods or completion of services, as applicable. Invoices shall be worded and structured to facilitate both their comparison with the Purchase Order and their auditing. Invoices relating services, priced based on time and scope shall be accompanied by time and scope records confirmed by Siemens. Invoices relating to goods requiring export authorizations shall list all marking requirements fulfilled. Invoices in an amount exceeding NIS 25,000 shall be accompanied by the applicable allocation numbers received from the tax authorities, as required under the Value Added Tax Law, 1975, and all applicable regulations related thereto, all as amended from time to time. Siemens reserves the right to return invoices which do not comply with its requirements, in particular those regarding the provision of the applicable allocation numbers of the tax invoices, purchase order data or VAT rules, unprocessed. In such a case, invoices are considered as not submitted by the Supplier. **4.3 Payment** does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the Purchase Order (in particular in relation to quantity or quality). Any rights of Siemens to claim shall therefore remain unaffected also after payment for the deliveries or services. **4.4** Siemens shall be entitled to set off any sum due to it from the Supplier under these T&C and/or any Purchase Order, agreement and/or any other written instrument signed by Siemens and the Supplier and/or applicable law, from any sum due from it to the Supplier. **4.5 Payment Terms:** Any payments are to be made by Siemens to the Supplier in accordance with the payment terms set forth under the Purchase Order, provided however, that Siemens is entitled to withhold payment until identified Defects are remedied in accordance with the terms set forth herein. The period for payment shall commence as soon as any delivery or service set forth under the Purchase Order is completed in the full satisfaction of Siemens and a correctly issued invoice is received. Is the Supplier required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service.
5. **Delivery; Export Control:** **5.1** For the purposes of establishing the timeliness of delivery the relevant point in time is the date of receipt at the place of destination/delivery, and for deliveries involving installation, erection, commissioning or assembly as well as for services (including rectification) the relevant point in time shall be the date of acceptance by Siemens or the end customer, as applicable. Unless agreed otherwise under the Purchase Order, for international deliveries, DDP (named place of destination) Incoterms ® 2020 shall apply, provided however that the offboarding at Siemens' or the end customer's facilities, shall be performed solely by the Supplier at its sole expense and responsibility. **5.2** The Supplier must inform Siemens in writing and without delay of any delays in delivery and advise Siemens of the probable duration. In such events of delay, Siemens shall be entitled to cancel such Purchase Order without incurring any liability whatsoever in connection therewith, and without derogating from any of Siemens' rights and remedies, including those under these T&C and under applicable law. **5.3** Any delay of delivery or performance of a Purchase Order or any Defect not remedied by the Supplier within the required period set by Siemens, shall constitute a material breach of these T&C and without prejudice to Siemens' rights under this T&C or any applicable law, shall entitle Siemens to liquidated Damages. The Supplier shall pay to Siemens said liquidated damages at the rate of 1% of the aggregate value of the applicable Purchase Order, per each week of delay until the day on which the said delay on delivery or performance, or remedy of Defect, have been actually cured. Liquidated damages shall be calculated and apply separately for each delay but shall not exceed an aggregate total of 15% of the total applicable Purchase Order (the "Liquidated Damages"). Liquidated damages shall be payable without proof of any real damage and irrespective of whether or not the delay caused a delay in the performance or completion of Siemens' obligations to its client. Siemens shall be entitled to set off and deduct any Liquidated Damages payable by Supplier from any amount payable to Supplier under any Purchase Order. The foregoing shall not prejudice Siemens' right to recover Liquidated Damages in any other way

including by exercising bonds. The Supplier acknowledges and confirms that the amounts of Liquidated Damages are reasonable and have been determined after due consideration of the damages, losses and costs the Parties anticipated that Siemens is likely to incur as a result of the applicable delays and malfunctions and, therefore, the Liquidated Damages shall not be regarded as a penalty and shall not be conditioned on Siemens having to present evidence of any actual or anticipated damages, losses and/or costs. **5.4 Export Control and Foreign Trade Data Regulations:** With respect to all products and services be delivered or provided by the Supplier to Siemens under any Purchase Order, the Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations ("**Foreign Trade Regulations**") and shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations. In particular, the Supplier represents and warrants that none of its goods and/or other deliverables and/or the performance of the services, as applicable, provided under any Purchase Order contain prohibited products and/or services under the Foreign Trade Regulations applicable to the [Ordering Entity] (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. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection). The Supplier shall advise Siemens in writing as early as possible and in no event later than 3 weeks prior to the applicable date of delivery prescribed in the respective Purchase Order, of any information and data required by Siemens to comply with all Foreign Trade Regulations for the applicable products and/or services in the countries of export and import as well as re-export in case of resale. Without derogating from the generality of the above, the Supplier shall provide Siemens with all of the following for each such product and service: (i) 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; (ii) all applicable export list numbers; (iii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (iv) the country of origin (non-preferential origin) and, upon request of Siemens, documents to prove the non-preferential origin; and (v) the preferential country origin and upon Siemens' request - documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration) ("**Export Control and Foreign Trade Data**"). In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations, the Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 3 weeks prior to the applicable date of delivery prescribed in the respective Purchase Order. The Supplier shall be liable for any expenses and/or damage incurred by Siemens due to any breach of the obligations according to this Article 5.4. **5.5 (a) Export and sanctions compliance for Cloud Based IT Services:** The Supplier acknowledges that Siemens may store technology, know-how, software in object and/or source code, and other technical data, ("**Technology**"), on the Supplier Services servers and networks, and such Technology is subject to restrictions under EU, U.S. and local export-control regulations. The Supplier shall procure that its employees, including its system administrators, refrain from reviewing, handling, or accessing any Technology without Siemens' prior written consent. (b) The Supplier shall secure Siemens' Technology stored on the Supplier's servers and networks against unauthorized or unlawful access. In any event, the Supplier shall not grant access to or disclose Siemens' Technology in or to users from comprehensively sanctioned countries (as currently Cuba, Iran, Syria, North Korea, Crimea, Donetsk and Luhansk regions of Ukraine). If the Supplier becomes aware of any unauthorized or unlawful access to or disclosure of Siemens' Technology, the Supplier shall promptly notify Siemens of the incident and provide all pertinent details, including, but not limited to, log files and other appropriate analysis data. (c) The Supplier represents and warrants that Siemens' Technology will solely be stored and accessible by users on servers and networks located in the EU, USA, UK or Israel. The Supplier shall not move or transfer Siemens' Technology from the server and network locations set out above to any other destination without Siemens' prior written approval. The Supplier shall disclose to Siemens its server locations which are intended to be used for the services agreed to under the Purchase Order.

- 6. Quality of Products and Services:** **6.1** The Supplier warrants that deliveries and services will be in accordance with the Purchase Order and in perfect condition, free of any defect of title or any other Defect, produced with raw materials and fully functional without limitation and fit for the intended purpose. This shall include in particular compliance with official and legal provisions and safety regulations of the countries of production, destination as well as the State of Israel, all as amended from time to time. The Supplier guarantees that deliveries and services are in accordance with the current state of the art and that no intellectual property rights, including but not limited to copyright, constitute a hindrance for any use. **6.2** Any services of the Supplier shall be provided with the greatest care with the use of highly qualified and trained personnel. **6.3** Deliveries and services of the Supplier and sub-suppliers shall be subject to the Siemens' quality assurance system in accordance with ISO9001:2015 standard. **6.4** Deliveries and services will be in accordance with all health, safety and security laws, regulations and requirements, and the Supplier will fully comply with any safety and/or security instructions, regulations guidelines and policies of Siemens, on and off Siemens' sites, all as amended from time to time. **6.5 Supervision; Reports:** Siemens' representatives may inspect and supervise the performance of the Supplier's undertakings and obligations under the Purchase Order. The Supplier shall grant Siemens' representatives with full access to the Supplier's facilities and books and will provide them with any required assistance in connection with the foregoing. Siemens may require the Supplier to submit written reports regarding the timetable, progress and performance of undertakings and obligations under any Purchase Order. The Supplier shall cause the incorporation of similar undertakings within the framework of any agreement entered into by the Supplier and any of its suppliers, sub-contractors, consultants and service providers. Nothing in this Section 6.5 shall derogate from the Supplier's obligations, undertakings and liabilities under these T&C and/or any Purchase Order, agreement and/or any other written instrument signed by Siemens and the Supplier and/or applicable law.
- 7. Transfer of title and Risk:** For deliveries involving installation, erection, commissioning or assembly as well as services, risk shall transfer to Siemens on acceptance and for deliveries not involving services risk shall transfer to Siemens upon receipt and acceptance by Siemens at the place of destination/delivery. Transfer of title shall be upon delivery or acceptance by Siemens or the end customer, as the case may be.
- 8. Packing and Dispatch:** **8.1** Unless otherwise agreed, the costs for adequate packaging shall be borne by the Supplier. The packing shall be environmentally friendly and shall ensure protection against any damage, soiling and moisture during transport and storage. **8.2** In case transportation costs are borne by Siemens according to the Purchase Order, notice of readiness for dispatch shall be given together with the information set out in section 8.3 hereunder. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as Siemens has not requested a particular method of delivery or the conclusion of the Purchase Order for carriage by Siemens. **8.3** Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. **8.4** As far as Siemens and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of Siemens, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by Siemens when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labeling etc. in compliance with the regulation to the mode(s) of transport used.
- 9. Warranty; Supplier's Liability:** **9.1** Supplier warrants that the deliveries and services supplied by it under any Purchase Order shall be of good quality, shall be unused in all cases, and shall meet the required standards under the Purchase Order (including any applicable specifications document) performance and good industry standards. The Supplier agrees, subject to Siemens' written request, promptly and at its own expense (including shipping and handling costs and insurance costs but not costs of disassembly and reassembly) to repair, remedy, or replace any part of the said deliveries and services which Siemens determines to be in any way defective as to design, material, or workmanship or otherwise. For the avoidance of doubt rectification or replacement shall be carried out by the Supplier at the choice of Siemens. **9.2** Without derogating from the foregoing, the Supplier shall be fully responsible and liable with respect to any defect, fault, damage, harm, deficiency and/or non-compatibility relating to and/or in connection with any goods and/or other deliverables delivered and/or any services performed by it under any Purchase Order and/or these T&C (each, a "**Defect**"). **9.2** Acknowledgements of receipt issued by Siemens and/or the mere receipt or temporary use of any goods, services and/or other deliverables and/or the payment of the consideration therefor (or any part thereof) by Siemens shall not constitute an acceptance thereof by Siemens nor a waiver of any of its rights. **9.3** Until proved to the contrary, during the entire warranty period it shall be assumed that any deficiency existed at the time of the transfer of risk. **9.4** Without derogating from any of Siemens' rights and remedies, including those under these T&C and/or applicable law, Siemens reserves the right to retain any payment in whole or in part until (i) the Supplier has completely fulfilled its duty to rectify the Defect or the replacement delivery, or (ii) the parties have agreed in writing and in a binding manner, on other alternative measures, such as but not limited to rescission, price reduction or full reimbursement for damages. **9.5** From the time of notification of a Defect the Supplier shall bear the risk for deficient deliveries. The Supplier shall, additionally bear the costs incurred to remove, disassemble, return, reassemble, re-install, re-construct, re-inspect and retest of deficient deliveries as well as all other costs (including internal costs), expenses and damage of Siemens in connection with the complaint and rectification of the Defect. **9.6** Without derogating from any of Siemens' rights and remedies, including those under these T&C (such as the right to receive Liquidated Damages as set forth under Article 5.3) and/or applicable law, Should the Supplier fail to rectify (i.e. repair or replacement) within a reasonable time set by Siemens, Siemens is entitled (i) cancel the Purchase Order in whole or in part without being subject to any liability for damages; (ii) demand a reduction in price, or (iii) at the sole expense of the Supplier,

to undertake any rectification or replacement it Siemens or arrange for a third party to do so. Any Defect or deficiency detected at the time of acceptance, inspection or commissioning may be, at Siemens' sole discretion, either repaired by the Supplier at its own expense or provide re-performance of services or replacement of deliveries or, rectified by Siemens (or it may arrange for such to be rectified by third parties) immediately at the sole expense of the Supplier without the need to set a further deadline if the Supplier delivered or provided such in delay. The same shall apply if Siemens has a particular interest in immediate rectification or replacement delivery in case of urgency or in order to avoid delay **9.7** The warranty period shall be two years, unless a longer warranty period is given by law. **9.8** For deliveries not involving installation, erection, commissioning, assembly the warranty period begins to run with receipt at the place of destination named by Siemens. For deliveries involving installation, erection, commissioning or assembly as well as for services the warranty period begins to run with acceptance by Siemens. Upon delivery to locations where Siemens is operating outside its premises, the warranty period begins by acceptance by the end customer, in no case later than one year after the transfer of risk. **9.9** In case the Supplier has redelivered or rectified in terms of the warranty, the warranty period shall start anew. The warranty period shall extend for the period during which the deliveries cannot be used to the full extent as a result of deficiencies. **9.10** Any further or additional legal claims are reserved. **9.11** The Supplier shall defend, indemnify and hold harmless Siemens, its affiliates, successors, assignees, officers, directors, and employees from and against any and all claims, costs (including, inter alia, inspection costs), damages, losses, penalties, liquidated damages, liabilities, actions, judgments and expenses (including reasonable attorneys' fees and expenses) arising out of (i) any Defect in and/or related to any goods and/or other deliverables delivered by the Supplier to Siemens and/or any services performed by the Supplier; (ii) any infringement claim with respect to any goods and/or other deliverables delivered by the Supplier to Siemens and/or any services performed by the Supplier, including claims regarding patents, copyrights, trademarks, registered designs and/or other proprietary right. In addition, Siemens may demand that the Supplier at its own expense and without delay either (i) obtains a right of use from the party in control of the intellectual property right or, (ii) changes those parts of delivery infringing the intellectual property rights or exchanges such for parts which do not infringe the intellectual property rights. The right of Siemens to enforce any further legal claims shall not be affected hereby; and (iii) any and all product liability claims raised by third parties against Siemens as a result of a Defect in the goods and/or other deliverables delivered by the Supplier. In addition, the Supplier shall reimburse Siemens for all costs caused thereby as a result of measures Siemens must take in order to prevent any risk, such as but not limited to warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular experts' and external labs' costs) as well as internal administration and processing costs of Siemens shall be borne solely by the Supplier. **9.12** The Supplier shall purchase and maintain adequate and sufficient insurance covering, inter alia, all of its undertakings, obligations and liabilities under this Section 9 (including with respect to product liability claims) and/or in connection with the Siemens Materials. Upon demand, the Supplier shall provide Siemens with a copy of such insurance policies. **9.13** Installations or products delivered by the Supplier must have the required safety features and comply with the applicable safety standards (for installations or parts thereof in particular with those applicable at the place of destination). **9.14** For a period of 2 (two) years following the last delivery or goods and/or other deliverables by the Supplier to Siemens, the Supplier shall provide Siemens upon its request with the names of the respective manufacturers, importers, upstream suppliers without delay, and in any event no later than 14 (fourteen) days after being requested to do so by Siemens. Furthermore, the Supplier shall provide Siemens immediately with appropriate evidence, such as production records and documents specifying production and delivery batches and/or the date of production and delivery to enable Siemens to oppose product liability claims. **9.15** Siemens reserves the right to demand proof of the Supplier's quality control system and the Supplier's documentation of the quality tests executed and to carry out audits on the Supplier's premises at any time.

- 10. Materials provided to the Supplier by Siemens** **10.1** All materials (including, inter alia, any goods, equipment, specifications, samples, models, profiles, drawings, standard specification sheets, printing templates and materials tools etc.) and Confidential Information provided by Siemens to the Supplier ("**Siemens' Materials**"), are and shall remain, at all times, Siemens' sole and exclusive property. Siemens' Materials shall be: (i) used by the Supplier only for the purpose of performing its undertakings and obligations under the Purchase Order; and (ii) stored, labeled and managed separately by the Supplier free of charge. **10.2** The acceptance of the Siemens' Materials by the Supplier shall serve as decisive proof attesting to the good quality of the Siemens' Materials and their compatibility with the requirements of the Supplier in connection with the performance of its undertakings and obligations under the Purchase Order, all unless the Supplier had provided Siemens with a contradictory written notice, accompanied by objective proof, no later than 7 (seven) days following the receipt thereof. **10.3** The Supplier shall be solely and fully responsible for the handling, care, storing and insuring the Siemens Materials provided to it by Siemens, and to all harm, damage, diminution and/or depreciation of such Siemens Materials (or any part thereof), subject to normal wear and tear. The Supplier shall be so responsible to such harm, damage and/or depreciation, whether it was caused by the Supplier and/or any others on its behalf and/or by any third party whatsoever, and shall fully indemnify Siemens for such harm, damage, diminution and/or depreciation. **10.4** Notwithstanding anything to the contrary provided herein and/or under applicable law, neither the Supplier nor any others on its behalf shall have any right of retention or lien with respect to the Siemens Materials (or any part thereof). **10.5** Upon the expiration or termination of the engagement of Siemens and the Supplier or upon Siemens' demand, the earlier to occur, the Supplier shall return all of the Siemens Materials to Siemens in the same condition and quality in which they were transferred thereto, subject to reasonable wear and tear. **10.6** For the avoidance of doubt, it is hereby clarified that the Supplier is and shall be prohibited to manufacture, reverse engineer and/or decompile any products and/or provide any services which utilize, whether directly or indirectly, the Siemens Materials (or any part thereof), all without obtaining Siemens' prior written approval thereto.

- 11. Right of Use:** **11.1** The Supplier hereby grants Siemens the following non-exclusive, transferable, worldwide and perpetual rights: **11.1.1** to use the deliveries and services including related documentation, to integrate them into other products and to distribute them; **11.1.2** to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software"); **11.1.3** to sublicense the right of use under section 11.1.2 above to any company, partnership or other legal entity which directly or indirectly controls, is controlled by or is under common control with the Siemens (hereinafter referred to as "Affiliates") to contracted third parties, to distributors and to end customers; **11.1.4** to license to Affiliates and distributors the right to sublicense the right of use under section 11.1.2 above to end customers; **11.1.5** to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software. **11.1.6** to distribute, hire out, lease and make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased; **11.1.7** to sublicense the right of use under section 11.1.6 above to Affiliates contracted third parties and distributors. **11.2** In addition to the rights granted in section 11.1 above, Siemens, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses. **11.3** All sublicenses granted by Siemens must contain appropriate protection for the intellectual property rights of the Supplier in the Software, containing the same contractual provisions as used by Siemens to protect its own intellectual property rights. **11.4** The Supplier shall, in good time but at the latest by the time of order confirmation, inform Siemens in writing whether the deliveries and services contain Open Source Components. In the context of this provision, "**Open Source Components**" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute. Should the deliveries and services by the Supplier contain Open Source Components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to Siemens and provide all information which Siemens needs in order to comply with the applicable license terms. In particular, the Supplier must deliver to the Siemens promptly after the order is confirmed the following: A schedule of all Open Source Components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents. The complete source code of the relevant open source software, including scripts and information regarding its generating environment in so far as the applicable opensource conditions require this. **11.5** The Supplier shall, in good time but at the latest by the time of order confirmation, inform the Siemens in writing whether any open source licenses used by Supplier might be subject to a Copyleft Effect, which could affect the products of the customers. In the context of this provision, "Copyleft Effect" means that the provision of the open source license requires that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by Supplier would be subject to a Copyleft Effect, Siemens shall be entitled to cancel the order within two weeks of receipt of such information without any cost and liability consequences for the Customer.

- 12. Tools, Patterns, Samples, Confidentiality** **12.1** Any tools, patterns, samples, models, profiles, drawings, specification, printing templates, gauges and other material provided by Siemens or made on its behalf, as well as any materials derived there from, shall remain the property of Siemens and shall not be made available to any third party nor used for any other purpose than contractually agreed, except with the prior written consent of Siemens. Such materials shall be protected against unauthorized access or use and shall be labeled as the property of Siemens. Notwithstanding any other rights, the Siemens may demand the immediate return of such materials if the Supplier breaches its contractual obligations. **12.2** Siemens is not responsible for the content of any information, data, drawings, specifications and materials which it makes available to the Supplier in connection with any Purchase Order. The Supplier shall have a responsibility to check that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, the Supplier shall inform Siemens of such without delay in writing and shall seek clarification as to how to proceed. Any incorrectness shall not affect the responsibility of the Supplier in relation to its scope of deliveries and services. **12.3** The Supplier hereby acknowledges that it may receive from Siemens certain Confidential Information. The Supplier agrees to maintain any and all Confidential Information received from Siemens or anyone acting on its behalf in strict confidence and at all times and to use at least the same degree of care the Supplier uses with respect to its Confidential Information, but no less than a reasonable degree of care as well as to prevent the exposure and/or disclosure and/or unauthorized use or dissemination of the Confidential Information. Without derogating from the foregoing, the Supplier shall not, whether directly or indirectly, disclose, expose or make available the Confidential Information, in whole or in part, to any person or entity, excluding a subsequent disclosure of such Confidential Information to the Supplier's employees and consultants who have a need to know of such Confidential Information and who are subject to obligations of confidentiality no less stringent than those set forth herein. Insofar as Siemens agrees to any subcontracting to third parties, such shall be made subject to a corresponding duty in writing. In any event the Supplier shall remain liable for any breach of said confidentiality obligations made by its employees, consultants and/or subcontractors. **12.4** The Supplier's obligations of confidentiality and nondisclosure hereunder shall not extend to information which must be disclosed by law or pursuant to a ruling of a court of competent jurisdiction. In the event the Supplier is so required, it shall promptly notify Siemens of such requirement, disclose only the Confidential Information expressly prescribed therein and allow Siemens a reasonable time to oppose such disclosure, if and to the extent applicable. **12.5** The Supplier hereby undertakes to return any and all Confidential Information received from Siemens upon Siemens' request or the termination of the engagement of Siemens and the Supplier, the earlier to occur. **12.6** The Supplier shall not be entitled to use and/or indicate and/or publish Siemens' name, its engagement therewith (including any of its terms and conditions), the products and services (or any part thereof) provided by it to Siemens, all unless expressly authorized to do so in advance and in writing by Siemens.
- 13. Compliance; Code of Conduct; Anti-Corruption:** **13.1 Compliance with Applicable Law:** The performance of any and all of the Supplier's undertakings, obligations and liabilities under these T&C and/or under any other written instrument signed by it and Siemens shall be in compliance with any applicable laws, regulations and decrees, including anti-bribery and anti-corruption laws and regulations, such as Israeli anti-bribery law and to the Organization of Economic Co-operation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions as well as the U.S. Foreign Corrupt Practices Act. In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. **13.2 Government Approvals and Registrations:** The Supplier shall obtain and maintain all necessary permits, licenses and registrations required performance of any and all of the Supplier's undertakings and liabilities under the Purchase Order. **13.3 Code of Conduct:** The performance of any and all of the Supplier's undertakings, obligations and liabilities under these Terms and/or under any other written instrument signed by it and Siemens (including a Purchase Order) shall be in compliance with Siemens Code of Conduct as provided to the Supplier by Siemens separately/available at Siemens' site, as applicable. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote the Code of Conduct among its suppliers. Furthermore, and without derogating from the foregoing, the Supplier shall provide necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the deliveries and services provided to Siemens or provided to third parties designated by Siemens against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those deliveries and services and shall obligate any of its suppliers to take equivalent security measures. **13.4 Anti-Corruption:** With respect to any action performed by the Supplier in connection herewith, the Supplier shall not to make any illegal offeror make, or commit to the making of, a transfer of anything of value (in the form of compensation, gift, contribution or otherwise) to any employee, representative, person or organization in any way connected with the other party or any customer of the other party. Notwithstanding anything to the contrary herein, Siemens may cancel any Purchase Order and the Supplier's engagement thereby as well as withhold payments due to the Supplier, at any time without notice, if Siemens shall learn information giving it a reasonable belief that the Supplier may have violated or may have caused the Company to violate, any Anti-Bribery Laws, all without derogating from the Supplier's other undertakings under the Purchase Order or without limiting any of Siemens' other rights and remedies, and without incurring any liability by Siemens.
- 14. Relationship between Siemens and the Supplier:** Siemens and the Supplier shall act solely as independent contractors. Neither these T&C nor the performance hereof shall be construed as creating any partnership, joint venture, employment relationship, franchise or agency or any other similar relationship between Siemens and the Supplier. No employer-employee relationship is formed nor will it be formed between the Siemens and/or the Supplier and/or any of its employees, consultants, sub-contractors and service providers. Without derogating from the above, the Supplier shall act and/or represent itself as a representative of Siemens and shall not make any commitment or enter into any agreement or take obligation on behalf thereof.
- 15. Occupational Health and Safety:** **15.1** Supplier shall comply with all statutory provisions on health and safety including with respect to the personnel employed by the Supplier or any of its indirect sub-contractors employed to perform the Works. Should the Supplier deliver products to which product related statutory and legal requirements apply, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. In addition, the Supplier shall a) eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier's direct or indirect subcontractors for the performance of the Works ("Personnel") and b) ensure that no persons who are legally on the work site, including Personnel, Siemens' personnel and visitors, suffer any injury. Moreover, the Supplier shall be responsible for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. **15.2** Before the commencement of the Works, Supplier shall provide Siemens with a written risk assessment that (a) analyzes all potential hazards for the health and safety of the Personnel arising out of the Works and (b) determines measures to eliminate such hazards. **15.3** The Supplier shall ensure that all Personnel take part in site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Supplier shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times. **15.4** Siemens reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Works for security, health and safety reasons, at any time without any liability whatsoever. **15.5** Supplier shall meet, at all times, all requirement imposed by the Israel laws and regulation concerning the protection of the environment. In addition, Supplier shall appoint a competent person as its representative for environmental, health and safety ("Supplier EHS Representative") and shall ensure that the Supplier EHS Representative takes part in safety discussions arranged by Siemens from time to time. **15.6** Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site. In due time before a safety tour, Supplier shall invite Siemens to participate in the tour. If the Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise Siemens of findings and of the status of the corrective actions. **15.7** Upon Siemens' request, Supplier shall promptly grant Siemens access to all documents related to health and safety connected with the Works. **15.8** In case of an incident leading to a) the death of any Personnel or b) a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Supplier shall immediately inform Siemens and shall, without undue delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Siemens with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by Siemens. **15.9** In the event Siemens produces a safety and health document for

the site ("EHS Plan") Siemens will provide Supplier with a copy of the EHS Plan. The Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan which Siemens may produce as it deems necessary. Supplier shall ensure that its direct and indirect sub-suppliers contracted to perform the Works commit themselves to the EHS Plan and its updates. **15.10** In addition to any other rights Siemens may have, in the event of Supplier's material or repeated failure to comply with the statutory or contractual health and safety provisions, including the provisions of this Article and the provisions of the EHS Plan, Siemens may terminate this T&C and any Purchase Order without any liability whatsoever, after providing Supplier with a reasonable time period within which to remedy the failure.

- 16. Cybersecurity:** **16.1** Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with good industry standards. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Siemens data), personnel, and sites, used or processed by Supplier from time to time in the performance of any Purchase Order. **16.2** Should products or services contain software, firmware, or chipsets: **16.2.1** Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice; **16.2.2** Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Siemens remedying vulnerabilities for the reasonable lifetime of the products and services; **16.2.3** Supplier shall provide to Siemens a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer; **16.2.4** Supplier shall grant to Siemens the right, but Siemens shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time and shall adequately support Customer; **16.2.5** Supplier shall provide Siemens a contact for all information security related issues (available during business hours). **16.3** Supplier shall promptly report to Siemens all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Siemens is or is likely to be affected. **16.4** 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 16. **16.5** Upon Siemens' request, Supplier shall provide written evidence of its compliance with this section 16 including generally accepted audit reports.
- 17. Privacy:** The Supplier will process any data relating to an identified or identifiable natural person that the Supplier receives from Siemens or from anyone on its behalf, solely in accordance with the provisions of the Protection of Privacy Law 5741-1981 and the regulations that have been or will be enacted thereunder, including the Protection of Privacy Regulations (Data Security), 5777-2017), as will be in effect from time to time, and in accordance with the instructions and the directives of the Israeli Registrar of Databases and the Privacy Protection Authority, as will be in effect from time to time.
- 18. General provision:** **18.1 Integration/Modification:** These T&C are the binding and final expression of the parties' agreements and understandings, as a complete exclusive statement with respect to all of its subject matters and supersede any and all prior and contemporaneous agreements and communications, whether oral, written or otherwise, concerning any and all matters contained herein including, inter alia, any other terms and conditions of the Supplier and/or any other orders which the Supplier may place with Siemens, unless otherwise explicitly agreed in advance and in writing by Siemens. No trade customs, course of dealing or performance by Siemens and/or the Supplier shall be relevant to modify, supplement or explain any term(s) used in these T&C. **18.2 Non-Waiver:** The failure of Siemens to insist upon strict performance of any provision of these T&C and/or any Purchase Order or to exercise any right arising out of such neither impairs that provision or right nor constitutes a waiver of that provision or right, in whole or in part, in that instance or in any other instance. **18.3 Severability:** If a court of competent jurisdiction adjudicates any part of this T&C invalid, unenforceable or illegal, such adjudication shall not affect or impair, in whole or in part, the validity, enforceability, or legality of any remaining portions of this T&C. All remaining portions remain in full force and effect as if the original agreement had been executed without the invalidated, unenforceable or illegal part. The Supplier's undertakings under these Sections 6, 7, 9, 10, 12.3, 12.4, 13 and 14 shall survive the expiration or termination of any Purchase Order, agreement and/or any other written instrument signed by Siemens and the Supplier. **18.4 Governing Law; Jurisdiction:** This T&C shall be governed by the laws of the State of Israel with exclusive and sole jurisdiction of the competent courts of Tel Aviv, Israel. **18.5** Siemens shall not be obligated to fulfill this T&C, the Purchase Order or any other agreement with the Supplier, 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 Supplier shall ensure to provide the Services under any Purchase Order, only with personnel who are not listed on the relevant national, German, European or US-Sanctions lists as in particular but not limited to the European Union Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.), the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC).