SIEMENS

Terms and Conditions (Product Business Industry Mall)

1. General

1.1. These General Terms and Conditions shall apply for all contracts entered into via Industry Mall. 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 "**Supplies**") 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 or in the general price agreement between Siemens and Customer ("**the Offer**"). The provision of certain services requires additional prior written agreement between Siemens and the Customer, in particular with regard to delivery times, which should be discussed as far as possible through use of electronic communications.

1.2. The Offer letter from Siemens together with these terms and conditions and those other documents expressly identified in the Offer 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. For the avoidance of doubt, the information quoted on the Siemens internet pages does not constitute a binding offer.

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 Supplies, 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 Supplies and the Documents shall be the exclusive property of and vest in Siemens. The Customer shall not reverse engineer, decompile, or reproduce the Supplies or parts thereof and shall ensure that third parties will not reverse engineer, decompile, or reproduce the Supplies or parts thereof 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 Supplies by the Customer's own personnel, unless explicitly agreed otherwise in writing by Siemens.

2.3. If the Supplies 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 Supplies.

2.4. The Supplies 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 Supplies 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 Supplies 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 Supplies. Any legal obligations regarding personal data shall remain unaffected.

3. Prices and Terms of Payment

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

3.2. 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 Supplies. All payments shall be made to Siemens' bank account without deduction unless such 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.

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

3.4. 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 in respect of the Supplies or any part of them 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 Supplies in stages or instalments and shall be entitled to invoice for the Supplies on a corresponding basis.

4.3. If Siemens does not meet the agreed final delivery 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 Supplies 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 the delayed part of the Supplies but in any case shall not exceed 5% of the total Contract Price.

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 4shall 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 Supplies, 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 Supplies shall pass to the Customer upon delivery. Unless agreed otherwise in writing, delivery shall be considered as achieved upon the earlier of (i) when the Supplies arrive to the Customer's site, or; (ii) if agreed on different delivery terms, according to the relevant agreement. .

5.2. The Supplies shall be deemed delivered if and when the Customer fails to accept delivery without cause. In such case, the Supplies can be stored and insured at the risk and expense of the Customer and any payment shall become due, the defect liability period as per Clause 9 shall commence and all other consequences of delivery shall apply accordingly. 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 Supplies shall remain with Siemens until Siemens has received full payment for that part of the Supplies. Until full payment, Siemens shall have the right to enter any premises where Supplies are being held in order to inspect to Supplies and to provide any guidance in relation thereto in order to maintain its title in the Supplies. If the Customer is not or shall not be the sole end user and ultimate owner of the works forming part of the Supplies 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 Supplies, even if the Supplies 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 Supplies not yet delivered. With regard to the part of the Supplies not delivered, 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 Supplies.

7.2. 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 Supplies) against Cyberthreats. "**Cyberthreat**" means any circumstance or event with the potential to adversely impact the Customer's plants, systems, machines and networks (including the Supplies) 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 the Supplies, an Update that fixes a vulnerability ("**Patch**") and/or minor enhancements or improvements of the Supplies, 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 https://www.siemens.com/global/en/products/services/cert.html#SiemensSecurityAdvisories.

c) regular vulnerability scanning, and testing, provided however, that (i) it is not performed while the Supplies are in use, (ii) the system configuration and security level of the Supplies are not modified; and (iii) if vulnerabilities are identified by the Customer, the Customer shall align with Siemens, shall not refuse acceptance of the services 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 Supplies 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 Supplies) through malware scanners or other appropriate means.

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

7.4. If Supplies are delayed due to circumstances for which Siemens is not responsible, the Customer shall pay Siemens all additional costs arising from such delay.

7.5. Siemens is entitled to provide services as part of the Supplies 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

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 Supplies, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

9. Defects Liability

9.1. In this Contract, and subject to Clause 9.2, a defect shall mean any non-conformity of the Supplies with the express terms of this Contract resulting from circumstances existing in the Supplies at the time of the transfer of risk to the Customer ("**Defects**").

9.2. 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 Supplies 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 Supplies,

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.

9.3. The Customer shall immediately inspect the Supplies upon delivery and shall notify Siemens in writing of any Defects without undue delay. The Customer's claims in respect of defects shall be excluded for any apparent defects if the Customer has failed to do so.
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 Supplies,

c) undertake any necessary disassembly and reassembly,
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/items shall pass to Siemens.

9.4. Unless otherwise agreed, the defects liability period for any part of the Supplies is 12 months. It starts at the date of transfer of risk (as stipulated in Clause 5).

For replaced or repaired parts of the Supplies, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the Supplies 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.

9.5. Siemens does not warrant or guarantee that the Supplies 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 Supplies.

9.6. If and to the extent the Customer has acquired a subscription, Siemens shall during the agreed term provide and maintain the Supplies in a state suitable for use as contractually agreed and remedy reported Defects in the Supplies in accordance with section 9.3. This obligation to maintain shall not include adaptation of the Supplies 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 9.4 shall not apply.

9.7. 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.

9.8. Any other liability of Siemens and any claims, rights and remedies of the Customer in case of defects of the Supplies shall be excluded except as expressly stipulated in this Clause 9 All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or law are excluded from this Contract.

10. Intellectual Property Rights

10.1. If a third party asserts legitimate claims against the Customer that the Supplies infringe an IPR owned by such third party, then subject to the following provisions of this Clause 10, Siemens shall, at its option and expense, either:
a) obtain a right to use the relevant IPR in connection with the Supplies; or
b) modify the Supplies so as not to infringe the relevant IPR; or
c) replace the infringing part of the Supplies.

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

10.2. Siemens' obligations in Clause 10.1 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.

If the Customer ceases to use the Supplies 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.

10.3. 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 Supplies for a purpose or in a manner not foreseeable by Siemens, (iii) a modification of the Supplies by the Customer, or (iv) use of the Supplies in connection with other equipment.

10.4. This Clause 10 sets forth Siemens' entire liability for infringement of third party IPRs. Any other claims, rights, and remedies of the Customer shall be excluded.

11. Liability

Unless explicitly stipulated in this Contract, this Clause 11 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.

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

11.2. 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 Custom-

er's contracts with third parties or for any indirect or consequential damage.

11.3. 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.

11.4. 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.

11.5. If the Customer is not or shall not be the sole end user and ultimate owner of the Supplies 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.

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

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

12. Assignment

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

12.2. 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.

12.3. 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.

12.4. Siemens may sub-contract the Supplies, or any part of them.

13. Confidentiality

13.1. 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.

13.2. 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 under law).

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

13.4. Siemens and the Customer shall comply with all relevant data protection laws, regulations, orders, decrees, directives etc. The Customer shall only provide Siemens with access to its personal data and trade secrets to the extent necessary for the performance of the applicable services. Where such access is required, the Customer shall inform Siemens in advance, obtain any consents which may be necessary and agree any other actions to be taken to ensure compliance with the law.

14. Suspension

14.1. 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 complete or deliver the Supplies, or (iii) the Customer otherwise materially breaches the Contract.

14.2. If Siemens suspends the Contract in accordance with Clause 14.1 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 Supplies 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.

15. Termination

15.1. Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, is under a 'stay pf 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.

15.2. Save as provided under Clause 6.4 and Clause 15.1, 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 ef-

fect 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 15.2.c)

15.3. 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.

15.4. Any termination by the Customer shall not affect those parts of the Supplies already delivered or performed in accordance with the Contract prior to termination. In the event of termination in accordance with Clause 15.2, the Customer shall remain liable to pay Siemens for all parts of the Supplies already delivered prior to termination. In the event of termination of the Contract in accordance with 15.2.a) and 15.2.b) the Customer shall be entitled to compensation for the reasonable costs incurred in excess of the Contract Price if it has had the Supplies delivered/remedied 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 Supplies concerned. For the avoidance of doubt, Clause 11 shall apply in case of termination. The right to rescind the Contract is excluded.

15.5. 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.

15.6. 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.

16. Dispute Resolution, Applicable Law

16.1. 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 lawsuits arising out of or in connection with this Agreement.

16.2. All disputes arising out of or in connection with the Contract 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.

16.3. 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).

16.4. 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.

16.5. 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.

17. Export Regulations

17.1. 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**").

17.2. Prior to any transaction by the Customer concerning the Supplies (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 Supplies, the brokering of contracts or the provision of other economic resources in connection with the Supplies 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 Supplies 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 Supplies against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and
(d) the Supplies 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 Supplies to Russia or Belarus.

17.3. The Customer will not, without Siemens' prior written consent, use the Supplies to develop or produce integrated circuits at any advanced semiconductor fabrica-

tion 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.

17.4. Upon request by Siemens, Customer shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Supplies. 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.

17.5. 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 this section 17.5, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer will compensate Siemens for all losses and expenses resulting thereof.

17.6. 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)**").

17.7. 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 17 to each User; (iii) ensure that all Users comply with the Customer's obligations under this section 17. Should the Customer become aware of any violation of its obligations under this section 17, the Customer shall immediately terminate the relevant User's access to the cloud services.

17.8. 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 Supplies. 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.

17.9. 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 17, 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.

17.10. 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 Supplies by Siemens under or in connection with this Contract (including, but not limited to, hardware, software, technology and corresponding documentation).

17.11. The Customer shall undertake its best efforts to ensure that the purpose of section 17.10 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

17.12. 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 17.10.

17.13. Any violation of sections 17.10, 17.11 and/or 17.12 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:

17.13.1. request a plan to remedy the infringement,

17.13.2. claim penalties in the amount of the price of the re-exported Supplies or the Contract value, whichever is higher.

17.13.3. rescind the Contract.

17.13.4. suspend any of its business relationships with the Customer and/or any Customer Affiliate, until the breach of sections 17.10, 17.11 17.12 is remedied; and/or

17.13.5. terminate the Contract.

17.14. The Customer, shall immediately inform Siemens about any problems in applying sections 17.10, 17.11 and/or 17.12, including any relevant activities by third parties that could frustrate the purpose sections 17.10, 17.11 and/or 17.12. The Customer shall make available to Siemens information concerning compliance with the obligations under sections 17.10, 17.11 and/or 17.12 within two weeks of the simple request of such information.

17.15. 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 17.10, 17.11, 17.12 and/or 17.14.

18. Miscellaneous

18.1. Siemens shall not be obligated to fulfill this Contract if such fulfillment is prevented. 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.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. 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.

18.6. 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.

18.7. 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.

18.8. 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.

19. Software Licensing Conditions - Attachment A (to be followed)

SIEMENS

Attachment A -
Software Licensing Conditions

1. Definitions, Subject Matter

1.1. Definitions

"**Agreement**" means these General Conditions plus Specific Conditions that apply in respect of the relevant Offering. If the Order makes reference to the Universal Customer Agreement, the Universal Customer Agreement is also part of this Agreement. In the event of a conflict between the elements of the Agreement, (i) the Specific Conditions prevail over these General Conditions, (ii) these General Conditions prevail over the Universal Customer Agreement.

"**API**" means an application programming interface.

"**CoL**" means the Certificate of License, which contains information about the type of rights of use acquired for the Software. If there is a CoL for the Software, the CoL is appended to the Software or the delivery note.

"**Customer**" means the party that has accepted this Agreement and concluded the Order with Siemens.

"**Cyber threat**" means any circumstance or event with the potential to adversely impact the Customer's plants, systems, machines and networks via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios.

"**Documentation**" means the instructions for use, learning materials, technical and functional documentation, and API information made available by Siemens with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by Siemens from time to time. The Documentation is usually written in English.

"**Dongle**" means a special item of software or hardware (e.g., a USB dongle) to protect the licenses. The Dongle and the Software protected by the Dongle must be connected as described in the Documentation, otherwise use of the Software will be greatly restricted or impossible.

"**Earlier Version**" is an earlier release of the Software; normally such is recognizable from the change in the version number.

"**Entitlements**" means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the applicable Order or the Special Conditions and any CoL, including but not limited to any limits or restrictions on the number and categories of Users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics.

"**General Conditions**" means these "Software Licensing Conditions".

"**Hardware**" means hardware equipment, devices, accessories, and parts delivered by Siemens under this Agreement, including firmware incorporated therein.

"**Instance**" means either an instance in a physical operating system environment or an instance in a virtual operating system environment.

"**Offering**" means an individual supply or service made available by Siemens and identified in an Order, which consists of Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated CoLs and maintenance and support services and Documentation.

"**Order**" means an order form (Order Form), statement of work (SOW), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, (ii) has been agreed by Customer by manual or electronic signatures or through an electronic system specified by Siemens, and (iii) is accepted by Siemens.

"**Professional Services**" means training, consulting, engineering, or other professional services provided by or on behalf of Siemens under this Agreement pursuant to an Order, excluding Cloud Services.

"**Service Pack**" is a release of the Software in which defects and/or Vulnerabilities are eliminated, but which generally does not involve any change in functionality. The term "Service Pack" also includes single bug fixes and/or vulnerability patches that do not amount to a full new software release.

"**Siemens**" or "**SISW**" means the Siemens entities named in the Order.

"**Siemens IP**" means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

"**Software**" means software licensed by Siemens under this Agreement and made available for download or otherwise delivered to Customer for installation, including Service Packs, other, more recent releases, updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

"**Specific Conditions**" means separate conditions that apply in respect of a specific Offering.

"**Subscription Term**" means the time period specified in the Order for which term-based Offerings are made available to Customer. Any renewal constitutes a new Subscription Term.

"**Vulnerability**" means a security loophole in an item of software that can be exploited to facilitate unauthorized access to the software or unauthorized use or modification of the software or computer environment.

1.2. Subject Matter

The provision of the Offerings shall be subject to this Agreement.

General terms and conditions of the Customer shall apply only where such are expressly accepted in writing by Siemens.

Siemens shall provide the Customer the Offering specified in the Order and it shall grant the Customer rights to Software based on the License Type (see section 2) and the applicable Software Type (see section 3). The License Type and Software Type are detailed in the Order.

If Software is supplied electronically or, if copying rights are granted for it, the rights and duties set out in this Agreement shall apply to the copies created by the Customer with the approval of Siemens.

1.3. Scope of Delivery

Siemens shall deliver the Software as well as the respective CoL, where applicable, to the Customer, according to the description of the Offering, either on a data medium or by way of a download. Software shall be made available in the object code unless otherwise agreed.

Siemens shall enclose the Documentation related to the Offering, at its discretion, either in digital form with the Offering itself or, in digital form available for download free of charge or otherwise render it available for viewing. Insofar as it is evident from the description of the Offering that access to the Documentation is subject to a separate charge, the Documentation shall be purchased separately; in such case the Customer shall not have any right to generate copies but shall purchase the required number of Documentation copies.

Siemens shall deliver a license key to the Customer if the Software requires a license key for technical activation purposes.

If the Software requires a dongle for technical activation, this must be ordered separately if it is not explicitly included in the Software scope of delivery.

If the Parties agree that the Customer is to acquire only the Software but not the rights of use for the Software for the time being, the dongle, the license key and the CoL shall not be included in the scope of delivery.

1.4. Third-Party Software Components Contained

The Software may contain software, technology and other materials 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 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.

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 Order in respect of the OSS Components. These OSS Conditions shall have priority also in relation to the Software 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.

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 Order 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 Order in the event of contradictions.

In terms of the liability of Siemens to the Customer, the Order shall apply in each case.

1.5. Scope and Quality of the Offering, Systems Environment

The scope and quality of the Offering shall be based exclusively on the description of the Offering.

The Customer shall install and configure the Software itself, observing the requirements in the associated Documentation as it does so.

1.6. Industrial Security

The Customer is solely responsible for the conception, implementation and maintenance of a holistic, state-of-the-art security concept to protect its plants, systems, machines and networks on which the Software is used, against Cyberthreats.

Such concept should inter alia include:

(i) installation of Service Packs or other new releases of the Software as soon as they are available;

(ii) complying with security advisories and implementing other related measures, published or otherwise made available for the Customer by Siemens or other software manufacturer;

(iii) regular Vulnerability scanning, and testing as well as minimizing the risk of a malware infection through malware scanners or other appropriate means according to the state of the art, considering the configuration of the plant and in the Customer's own responsibility.

Use of Software versions that are no longer supported, and failure to install the latest Service Packs may increase Customer's exposure to Cyberthreats.

2. License Type

Siemens shall grant the Customer the correspondingly defined rights of use in accordance with the agreed License Type. The agreed License Type and Entitlements be indicated in the Order.

Siemens and its licensors shall retain ownership of the Offerings and the Siemens IP and of all rights thereto not expressly granted in this Agreement.

2.1 License Types

2.1.1 "**Single License**" means the Customer is granted a non-exclusive right to install the Software on one (1) Instance and to utilize the Software thus installed in the manner specified in the description of the Offering and, where applicable, in the CoL (see "Type of Use").

2.1.2 "**Multiple License**" means the Customer is granted a non-exclusive right to install the number of Instances of the Software specified in the Order and to use them simultaneously in the manner specified in the description of the Offering and, where applicable, in the CoL.

2.1.3 "**Floating License**" means the Customer is granted a non-exclusive right to use the Software simultaneously on such number of the Customer's objects (e.g., users or devices) specified in the Order and, where applicable, the CoL in the manner specified in the description of the Offering and, where applicable, in the CoL. The Customer is permitted to install the Software on up to ten (10) times as many Instances as it has acquired licenses for objects. Example: In case the Customer acquires a Floating License for three (3) objects, it is entitled to install the Software on thirty (30) of the Customer's Instances but may never have more than three (3) objects using it at the same time.

2.1.4 "**Concurrent License**" means the Customer is granted a non-exclusive right to use the Software simultaneously on such number of the Customer's objects (e.g., users or devices) specified in the Order and, where applicable, the CoL in the manner specified in the description of the Offering and, where applicable, in the CoL.

2.1.5 If the License Type is not specified in the Order, the Software shall be subject to the rights, in accordance with section 2.1.1 (Single License).

2.2 Term

Siemens shall grant the rights for all License Types in accordance with section 2.1 to the Customer perpetually unless it is made clear in the Order that the Software has been licensed only for a Subscription Term as described in section 2.2.

2.2.1 "**Rental**" denotes the imposition of a time limit on a Single, Multiple, Floating or Concurrent License with a Subscription Term of up to one (1) year in accordance with the details in the description of the Offering.

2.2.2 "**Subscription**" denotes the imposition of a time limit on a Single, Multiple, Floating or Concurrent License. The length of the Subscription Term shall be specified in the description of the Offering.

2.2.3 A "**Demo License**" or "**Trial License**" denotes a Single, Multiple, Floating or Concurrent License granted for a limited term and only for the purpose of validating the Software in accordance with the description of the Offering.

2.2.4 Length of the Subscription Term. The period of use shall be specified in the description of the Offering and, where applicable, the CoL (see "Type of Use").

(i) If the period of use for the Software is specified in hours, the utilization of the Subscription Term shall be calculated on the basis of the time elapsed between the Software being started and the Software being closed.

(ii) If the period of usage is specified in days, weeks or months, the specified period commencing with the first start-up of the Software shall apply regardless of actual usage.

(iii) If the usage period is date-based, the license shall end on this date irrespective of actual usage.

2.2.5 Automatic renewal of limited-term licenses. If the Parties so agree, the Subscription Term shall be renewed automatically, the new Subscription Term in each case being the same as the Subscription Term originally agreed, unless one Party objects at least 60 days before the expiry of the automatic renewal. The conditions of this Agreement current at that time shall then apply for the following Subscription Term in place of this Agreement. The charges shall remain unchanged unless (i) Siemens notifies the Customer of different charges to apply in the future at least 90 days before the end of the current Subscription Term or (ii) the charges for renewed Subscription Terms are already specified in the Order.

Notifications. Siemens may send the Customer notifications under this Agreement by, where available, (i) creating a notification on the administrative user account maintained by the Customer with Siemens to manage subscriptions for Offerings ("Subscription Console") or (ii) by sending an e-mail or other text message to the address or contact number specified for business-related contacts by the Customer in the Order. The Customer shall be responsible for visiting the Subscription Console regularly and ensuring that Siemens is always notified of current Customer representative contact details. If Siemens is unable to reach the Customer with notifications for reasons attributable to the Customer, the notifications concerned shall be deemed to have been received by the Customer within three days of being sent.

2.2.6 For multiple-year Subscription Terms, Siemens may require new license keys to be issued during the term.

2.2.7 Termination/expiry of the Subscription Term

The Customer may terminate the Order at any time and with immediate effect by notifying Siemens accordingly in writing unless an alternative notice period is agreed in the Order.

Siemens may terminate this Agreement or licenses granted under it with immediate effect, by notifying the Customer accordingly in writing,

(i) for good reasons or

(ii) if the Customer otherwise fails to comply with its obligations and does not rectify this failure within thirty (30) days of being notified accordingly.

The licenses affected shall expire automatically on termination of this Agreement or expiry of the Subscription Term. The Customer shall

(i) completely remove from all of its systems all Software for which the licenses are expiring,

(ii) ensure that no copies or residual information from Siemens remains installed on the Customer's computers and

(iii) return to Siemens all copies of the Software and Documentation if requested to do so by Siemens within 90 days of the rights of use ending.

Siemens shall be entitled 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. Section 5.10 shall apply mutatis mutandis.

No reimbursements or credit notes shall be issued as a result of termination under section 2.2.7.

2.3 Compliance with Licensing Provisions

Siemens reserves the right to integrate into the Software a reporting mechanism to detect unauthorized use of licenses. The mechanism shall not transfer any technical or commercial data processed by the Customer using the Software.

3. Software Type

The Customer may acquire from Siemens both Engineering Software and other types of Software.

3.1 Engineering Software

The following shall apply if it is made clear in the description of the Offering that the Customer has acquired "Engineering Software":

If, during the intended use of the Engineering Software the Customer uses the Engineering Software or parts thereof to generate its own programs or data, the Customer shall have the right, without having to pay any license fee, to copy and to use these parts of the Engineering Software as a part of its own programs or data, or to supply such to third parties for use. If the Customer makes available to any third party the programs or data developed as described above, it shall protect the Engineering Software contained therein in accordance with the provisions under section 5.

3.2 All Other Software Types

For any other software type, the Customer shall acquire a license with respect to the Software in accordance with the relevant intended type of use before installing or otherwise duplicating Software or parts thereof.

3.3 Extended Rights to the Software

If any extended rights have been granted in respect of the Software or parts thereof, such shall be detailed in the Readme file of the Software.

4. Earlier Versions

4.1 Expiry of the Right of Use on Upgrading

If it is apparent from the description of the Offering, e.g., through the additional identification of "Service Pack" in the product name of the Software, that the Software is to serve as an upgrade for an Earlier Version, on such upgrading the rights of use granted to an Earlier Version shall cease. The rights of use in accordance with section 4.3 shall not be affected hereby.

4.2 Option

If the Customer is already legitimately using a license corresponding to the Earlier Version, the Customer may, at its discretion, exercise the rights of use granted to the Software either in relation to the Software itself or – insofar as such is technically foreseen and acting at its own responsibility – to the Earlier Version.

4.3 Parallel Use

Insofar as Earlier Versions are listed in the Readme file of the Software under the section "Parallel Use", the Customer shall have the right to exercise the rights of use granted to the Software as an alternative on the Earlier Versions listed therein. If in the description of the Offering or in the CoL the named "Type of Use" is: "Installation" or "User", the Customer may use the Earlier Versions listed in the Readme file in addition to the licensed Software and parallel to the Software on the number of Instances for which it is allowed to install or use the acquired Software. Any transfer of Earlier Versions to a third party is permissible only together with the transfer of Software in accordance with section 5.6.

5. Further Rights and Duties of the Customer

5.1 No Sub-licensing and Making Available

The Customer shall have no right to rent out or sub-license Software, or to publicly make it available or accessible by way of cable or wireless, or to make it available to third parties for any charge or free of charge, e.g., in the course of application service providing or as "Software as a Service".

5.2 Duplication

The Customer may only copy Software if this is necessary to support its legitimate use. Every copy shall include all the advisory notices and inscriptions that are integrated into the Software and applied to its medium or its packaging in the condition as received from Siemens. The legal right of the Customer regarding the generation of a back-up copy shall remain unaffected.

5.3 Use of APIs, Modification, Reverse Engineering

The Customer shall only use APIs that are marked in the Documentation as published and only in the manner described therein to support the legitimate use of the Software. The Customer shall not change the Software, nor decompile it, nor translate the Software, or extract program elements insofar as such is not permitted by the applicable statutory provisions. Insofar as the Customer acts under any of these provisions of law as such is necessary in order to establish the interoperability to an independently obtained computer program, the Customer shall, before undertaking such measures, request the necessary interface information or other information from Siemens in writing and allow Siemens a reasonable time and opportunity to make such information available so that the legitimate interests of Siemens can be protected. In addition, the Customer is not entitled to remove any alphanumerical identification, brands or copyright labels from the Software or the data medium and shall, insofar as the Customer is entitled to generate copies of the Software, copy the same without alteration. The Customer shall not modify the Software or combine it. The Customer shall not make the Software subject to any open-source software license that is incompatible with this Agreement or that is otherwise not applicable to this Software.

5.4 Responsibility for Users

The Customer shall be liable for breaches of contract committed by users of the Offerings it has acquired.

5.5 Presentation of the CoL

The Customer shall present the CoL received for the Software to Siemens at any time if requested to do so by Siemens. If the Software is a Service Pack or other new release of the Software, the Customer shall retain the CoL for the Earlier Version and present it together with the CoL for the Software at any time if requested to do so by Siemens.

5.6 Transfer

5.6.1 Right of transfer

The Customer is entitled to transfer any licenses it has acquired with an unlimited period of use to a third party. If the Customer does transfer such licenses to third parties, it shall cease to use the Software and shall remove the installed copies of the Software from its equipment and its Instances and erase any copies located on other data media or, at the request of Siemens, shall provide the same to Siemens insofar as the Customer is not required to retain the same for a longer period in accordance with applicable law. The use of any such retained copies is prohibited.

5.6.2 Transfer of license key, dongle, contract documents and content

If the Customer has received a license key for the Software, this key shall be supplied to the third party together with the Software. The same shall apply in respect of any dongle that was included in the scope of services for the Software. Furthermore, the Customer shall submit to the third party the order confirmation and the CoL together with this Agreement and shall conclude with the third party an agreement whose content corresponds to section 2, 3 and 5 of this Agreement.

5.6.3 Presentation and transfer of the CoL, confirmation, transfer of duties

The Customer shall also transfer to the third party the CoL of the Earlier Version if it transfers an upgraded version of the Software as described in section 5.6. Upon Siemens' request, the Customer shall confirm in writing that the Customer completed the measures set out in section 5.6 or shall describe to Siemens as necessary and as applicable any reasons for a longer retention. In addition, the Customer shall make any third party expressly subject to the duties to observe the rights granted in accordance with sections 2 and 3 and the duties in accordance with section 5.

5.7 Validation

If the Customer receives a data medium which, in addition to the Software, contains further programs which are released for use, it shall have the right to use these released software products exclusively for validation purposes, for a limited period of time and free of charge. Such period of use shall be limited to 14 days, commencing with the first start-up of the relevant software program unless a different period is specified, e.g., in the Readme file of the relevant software product.

Such software products supplied exclusively for validation purposes shall be governed by this Agreement. The Customer shall not be authorized to pass on these software products separately, i.e. without the Software, to a third party.

5.8 License Rights Applicable to the U.S. Government

Offerings are commercial products that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the Parties agree that such are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Siemens shall not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

5.9 Feedback

The Customer shall consent to Siemens making unconditional and unlimited use of any ideas in relation to the Offerings, including suggestions regarding changes or enhancements (collectively "Feedback"), generated by the Customer in the course of using and evaluating the Offerings. Siemens shall use such Feedback only in an anonymized format.

5.10 Audit

The Customer shall keep records that show the Software, the location of the various copies of the Software and the location and identity of workstations and servers on which the Software is installed. Siemens may have an independent third party (e.g., an auditor or independent expert) verify, during normal business hours and subject to a reasonable notice period of at least two weeks, that the Software supplied is actually being used in compliance with this Agreement. Siemens shall ensure that the audit is performed only by a third party that is obliged to maintain confidentiality even with respect to Siemens, that is not bound to follow the instructions of Siemens, that may only share information with Siemens if and insofar as breaches of licensing conditions are identified and insofar as sharing this information is necessary for the enforcement of claims arising out of breaches of licensing conditions. The Customer shall provide the third party with the information it needs to check for breaches of licensing conditions, with the necessary access to facilities, workstations and servers and with the opportunity to inspect relevant documents and materials and shall help the third party, to an economically reasonable extent, to verify compliance with this Agreement by the Customer. The third party shall comply with reasonable safety and security regulations while on the Customer's premises.