International Terms and Conditions

1. General

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

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

1.3 Works which are not explicitly described in the Contract are not included in the scope of the Services. Unless explicitly agreed otherwise, operating materials, consumables, spare and wearing parts shall not be included in the remuneration for the Services.

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 Services, in all documents provided by Siemens Energy 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 Services and the Documents shall be the exclusive property of and vest in Siemens Energy. The Customer shall not reverse engineer, decompile, or reproduce the Services or goods delivered in connection with such Services or parts thereof and shall ensure that third parties will not reverse engineer, decompile or reproduce the Services or goods delivered in connection with such Services 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 serviced objects by the Customer's own personnel, unless explicitly agreed otherwise in writing by Siemens Energy.

2.3 If the Services include Siemens Energy software, such software is licensed under the license terms contained in the software documentation, the software itself or in the attached license terms, www.siemens-energy.com/softwarelicenses-en, (in each case the "**Applicable Software Licensing Conditions**"), valid at the date of Contract conclusion, 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 there are no applicable license terms, for the purpose of operation and routine maintenance of the Services.

2.4 The Services may include third party software. Insofar as specific license terms of the third-party licensor apply, Siemens Energy will provide such license terms together with the Services. The Customer shall comply with such third party license terms and shall, if so required by the third-party licensor, execute the applicable end user license agreement.

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

2.6 Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, Siemens Energy and its Affiliates may for its own business purposes collect, use, modify,

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and copy any data received in connection with the Services. Any legal obligations regarding personal data shall remain unaffected.

3. Prices and Terms of Payment

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

3.2 The Customer shall bear all incidental costs, e.g. travel expenses or daily allowances, in addition to the Contract Price.

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

3.4 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 to reimburse Siemens Energy for any taxes, customs, duties or other public charges levied on Siemens Energy in relation to the Services. All payments shall be made to Siemens Energy's bank account without deduction (e.g. deduction of withholding tax) within 30 days after issuance of the invoice. If the Customer is required to make a deduction by law, the sum payable shall be increased so that Siemens Energy receives a net amount equal to the amount it would have received without such deduction. The Customer shall provide to Siemens Energy tax receipts from the relevant tax authorities in connection with the payments in due course.

3.5 Without prejudice to any other rights it may have, Siemens Energy may charge default interest at 9 percentage points above the European Central Bank interest rate for main refinancing operations on any overdue payments.

3.6 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.

3.7 Unless agreed otherwise in the Contract, any security updates or patches shall be at the Customer's expense and are not included in the Contract Price.

4. Rights and Obligations of Siemens Energy

4.1 Siemens Energy shall begin the Services within a reasonable period of time and performs the Services during its normal service hours (Monday to Friday, 8.00 a.m. to 5.00 p.m. except for national and/or local holidays) or during the specifically agreed service hours, unless otherwise agreed in writing or stated in the Contract.

4.2 Siemens Energy reserves the right to execute the Services using a different, but technically equivalent method to that set out in the Contract, provided that any such modification does not materially change the agreed characteristics/specifications of the Services to the detriment of the Customer.

4.3 Siemens Energy is entitled to subcontract Services to subcontractors. If Siemens Energy commissions subcontractors, Siemens Energy remains responsible for those subcontractors within the scope of the statutory regulations.

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Unless otherwise stated in this Contract, Siemens Energy shall not have any responsibility for Customer's scheduling, planning, project-management, quality programs, health, safety, security or environmental management and for any resulting time extension or cost-overrun with the Services.

Siemens Energy shall be responsible for obtaining any work permits required by its personnel. Siemens Energy shall only use suitably qualified and experienced personnel and shall have the right to replace any of its personnel at any time with equivalent personnel.

4.4 Upon Siemens Energy's request, the Customer shall inform the Siemens Energy personnel in time of all their obligations towards the local authorities (such as police registration, etc.) and shall assist such personnel in their dealings with the local authorities. Customer shall provide Siemens Energy all support reasonably required in the procurement of entry, residence and working permits.

Any impossibility or delay in obtaining the necessary entry residence or working permits which is not solely attributable to Siemens Energy shall not constitute a breach of Siemens Energy's contractual obligations and Siemens Energy shall be entitled to an adjustment in deadlines for performance.

4.5 To the extent the Services include supervision, Siemens Energy's only obligation is to provide correct instructions, and it shall not be liable for the performance of third parties or Customer's personnel.

5. Delay, Liquidated Damages

5.1 Any agreed dates in respect of the Services or any part of them shall be extended by a reasonable period of time if and to the extent that Siemens Energy 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.

5.2 If Siemens Energy does not meet the agreed final delivery or final completion date solely due to the fault of Siemens Energy, the Customer shall be entitled to liquidated damages, amounting to 0.5% of the price of the delayed part of the Services 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 Services but in any case shall not exceed 5% of the Contract Price.

If Services are provided on basis of a flat rate fee, the value of the service fee applicable to one month shall be used for calculating such liquidated damages and the maximum amount of liquidated damages.

5.3 Any other liability of Siemens Energy and any claims, rights, and remedies of the Customer in case of delay except as expressly stipulated in this Clause 5 and in Clause 16.2a) below shall be excluded, to the extent permissible by law.

5.4 If the Customer, the Customer's contractors, or any other third party put in charge by the Customer causes a delay to the provision of the Services, the Customer shall reimburse Siemens Energy all additional costs and expenses incurred due to such delay.

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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 good industry practice, 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 Energy's 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.

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 lasts 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 Services not yet performed. With regard to the part of the Services not yet performed, Siemens Energy shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

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 Services.

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

a) support Siemens Energy in problem analysis to the extent necessary, e.g. providing incident reports and error messages,
b) coordinate third parties commissioned by the Customer,
c) provide up to date documents, drawings of and information about the serviced objects before commencement of the Services and without specific request by Siemens Energy. Siemens Energy shall be entitled to use the Customer's documents for the provision of the Services and make them available to Siemens Energy's subcontractors providing Services,
d) provide current data back-up of the current software version, including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier. Execution of data retrieval, if necessary,
e) obtain of any permits, approvals, consents or authorizations from any relevant authority, except to the extent that these can only be obtained by Siemens Energy,
f) bear costs related to the transportation of the serviced objects to Siemens Energy if the Services are conducted at Siemens Energy's premises.

7.3 If and to the extent the Services will be performed at the Customer's premises, the Customer shall at its cost additionally:

a) provide unrestricted access to the serviced objects, timely performance of all preparatory work and establishment of the required operating conditions and infrastructural requirements necessary for the performance of the Services (e.g. internet access, electricity and telephone),

b) provide briefings and trainings, including provision of information regarding relevant hazards for humans and machines resulting from the provision of Services, as well as regarding the applicable safety regulations of Customer,
c) ensure and monitor that the serviced objects are in a safe condition so that there are no risks for humans or machines during the performance of the Services. The Customer shall ensure that the serviced objects are disconnected from the mains during the performance of the Services. The switching authorization for the serviced objects and the respective responsibility always remains with the Customer. The same applies to the implementation of other required operational and legal safety measures, the provision of (special) protective clothing and devices as well as the provision of security and escort personnel to escort the service technicians in accordance with the requirements of work safety, and upon Siemens Energy's request, the provision of a second person required for accident prevention,
d) provide suitably qualified personnel during the performance of the Services with the necessary experience and know-how to operate the serviced objects. Furthermore, the personnel must be able to make and implement any necessary decisions concerning the Services. Unqualified personnel may be rejected by Siemens Energy and shall be replaced at the Customer's cost,
e) provide technical resources and auxiliary equipment (e.g. ladders, scaffolding, lifting devices, special tools as well as on-site transportation) with the required operating personnel as well as the operating and production resources and materials and consumables necessary for the performance of the Services,
f) provide power and water supplies together with the necessary connections up to the required location on site as well as heating and general lighting and, if necessary, air-conditioning and ventilation,
g) be responsible for adequate safety precautions on site against theft, damage, destruction and other adverse factors. Material lost or damaged shall be replaced or repaired at the Customer's cost.

7.4 If Services cannot be performed in the required manner or can only be performed after delay on grounds for which Siemens Energy is not responsible, particularly because the Customer has not performed or timely performed its general or special duties of cooperation or the Customer has culpably missed an agreed deadline, Siemens Energy may separately charge to the Customer the additional expenses incurred, including all waiting periods. Agreed-upon dates and deadlines shall be prolonged to a reasonable extent.

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

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

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

Energy shall be entitled to compensation for any additional cost incurred and to an equitable adjustment to the schedule.

All local transportation provided or arranged by the Customer shall be booked with companies which are certified in terms of quality and safety. Local cars used for crew transportation shall be safe, in a good state of maintenance, equipped with safety belts, headrests, airbags, and where required, 4-wheel drive. The drivers shall be experienced and have good company records. When required by the country, special guidance, protection, special or spare tires and safety measures shall be arranged by the Customer.

Basic Customer HS Risk work location requirements are: fenced-in work area; controlled entrance; first-aid staff and equipment; plant gas and fire alarm system; site emergency plan; full time HS Risk coordinator; sanitary provisions and canteen facilities; good house-keeping and waste control; permit-to-work system and regular site inspections; personal protection equipment; hoisting, fire-fighting, electrical and hydraulic equipment; to be yearly inspected and in good working order.

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

8. Changes and Variations

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

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

8.2 If applicable laws (whether statute, ordinance, order, directive or decree), rules and regulations, taxes, tariffs, customs and/or duties (all irrespective of whether originally to be borne by Siemens Energy or not), 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 conclusion, Siemens Energy 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 Energy, the time schedules and scope of Services, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

If engineering standards and codes are listed in the technical specifications, Siemens Energy shall comply at the date of the Contract conclusion only with those. In the event that, at any time, mandatory local codes or standards in the country where Services are executed stipulate more stringent or onerous requirements with regard to the Services, the Customer is obliged to inform Siemens Energy accordingly and the Customer shall (i) request a quotation from Siemens Energy specifying the effect of those more stringent requirements on the total Contract Price, on the agreed dates for performance of the Services, the payment and any other provision under the Contract, and (ii) shall enter into a Variation in accordance with this Clause 8 based on such quotation.

8.3 The Parties acknowledge that there is a significant uncertain geopolitical and security situation in the world ("Uncertain Situation"), which effects are difficult to foresee at the time of Contract signing and

which can directly and indirectly affect the execution of this Contract, including, but not limited to, the availability of certain equipment, commodities, metals, and materials as well as the availability of transportation routes, transportation means and services and the supply of gas. In the light of the above, the Parties agree that Siemens Energy shall be entitled to reasonable adjustments of the delivery times and/or the Contract Price to the extent any delay and costs are caused directly or indirectly by the above-mentioned Uncertain Situation and any related consequences.

9. Acceptance and Risk of Accidental Damage

9.1 Unless otherwise agreed in writing, an acceptance of the Services is not required. Where the parties have agreed on an acceptance in writing, the Customer shall declare acceptance within 1 week of completion of performance of the Services by Siemens Energy, or of the notice of completion, whichever is earlier. The Customer is not entitled to refuse acceptance due to non-significant defects. Acceptance shall be deemed to have occurred within 1 week of completion of performance by Siemens Energy or if the serviced objects have been put into operation.

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

9.3 The Customer shall bear the risk of accidental damage to or loss of the Services and the serviced objects.

10. Defects Liability

10.1 Siemens Energy shall be liable for the proper performance of the Services in accordance with this Contract. If Siemens Energy delivers materials and goods in connection with the Services, Siemens Energy shall be liable to the Customer for any non-conformity with the express terms of this Contract resulting from circumstances existing at the time of the transfer of risk.

10.2 The Customer shall immediately notify Siemens Energy in writing of any defective Services or defective materials and goods 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 Energy shall be given a reasonable period of time and opportunity to re-perform the Services and/or, at its option, repair or replace defective materials or goods. The Customer shall grant Siemens Energy working access to the defective Services, material, or goods, and shall undertake any necessary disassembly and reassembly, and shall provide access to operation and maintenance data, all at no charge to Siemens Energy. Upon Siemens Energy's request, the Customer shall ensure that title to the replaced parts/items shall pass to Siemens Energy.

The Customer shall be responsible for the customs clearance in the country where the project of the Services performed is located and for the further transport from the places of delivery for all equipment necessary to remedy the defective Service. Upon request of the Customer, Siemens Energy shall be obliged to reimburse the Customer for all such customs duties (if any) against documentary proof and invoice.

10.3 The defects liability period for any part of the Services shall expire 12 months after provision of the defective Services or acceptance, if applicable, whichever is sooner. For materials and goods, the defects liability period shall expire 12 months after the transfer or risk.

For re-performed Services and replaced or repaired materials and goods, the defects liability period is 6 months from the date of re-performance, replacement, or repair, if the original defects liability period

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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.

10.4 There shall be no warranty claim for insignificant deviations from the agreed quality, of only minor impairments of usability, for normal wear and tear, or impairments due to improper or negligent handling by Customer, unsuitable equipment provided by Customer, non-reproducible software errors or special external influences which are not identified within the Contract. In addition, software errors are only deemed a defect if the defect occurs in the most current software version at the given time.

10.5 If software is defective, Siemens Energy shall only be obliged to provide the Customer with an updated version of the software in which the defect has been remedied when Siemens Energy can be reasonably expected to provide such updated version or, if Siemens Energy is only licensee, such updated version is reasonably available from Siemens Energy's licensor. If the software has been modified or individually developed by Siemens Energy, Siemens Energy shall in addition provide the Customer with a workaround or other interim error correcting solution until the provision of an updated version of the software in which the defect is remedied, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be stopped or substantially impeded.

10.6 If Siemens Energy re-performs allegedly defective Services and it is ultimately not established that the Services were defective, the Customer shall pay Siemens Energy for such remedial work including error diagnosis and reperformance.

10.7 Any other liability of Siemens Energy and any claims, rights and remedies of the Customer in case of defective Services or defects shall be excluded except as expressly stipulated in this Clause 10 or in Clause 16.2b), provided that a material breach shall only exist if Siemens Energy failed at least three times in remedying the Defect. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

11. Intellectual Property Rights

11.1 If a third party asserts legitimate claims against the Customer that the Services infringe an IPR owned by such third party, then subject to the following provisions of this Clause 11, Siemens Energy shall, at its option and expense, either:

a) obtain a right to use the relevant IPR in connection with the Services; or
b) modify the works forming part of the Services so as not to infringe the relevant IPR; or
c) replace the infringing part of the Services.

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

11.2 Siemens Energy's obligations in Clause 11.1 are subject to the following conditions:

a) the Customer has immediately notified Siemens Energy in writing of the third party's claim and furnished Siemens Energy 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 Energy with the authority, information and assistance reasonably required by Siemens Energy to defend or settle such claim; and
c) Siemens Energy is given sole control of the defence (including the right to select counsel), and the sole right to settle such claim.

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

11.3 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 works forming part of the Services for a purpose or in a manner not foreseeable by Siemens Energy, (iii) a modification of the works forming part of the Services by the Customer, or (iv) use of the works forming part of the Services in connection with other equipment.

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

12. Liability

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

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

12.2 Siemens Energy 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, loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, loss of hydrocarbons, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power and/or for any indirect or consequential damage.

12.3 Siemens Energy's total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall not exceed for loss of or damage to Customer's property €500,000 per event with an aggregate limit of 2 events per calendar year.

Notwithstanding the foregoing, Siemens Energy's total aggregate liability whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall in no case exceed the Contract Price.

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

12.5 If the Customer is not or shall not be the sole end user and ultimate owner of the Service or is procuring them for the benefit of any kind of joint venture, the Customer shall, in every contract in connection with the Service or parts thereof with the end user, ultimate owner or joint venture participants obtain written assurances from its contracting party of limitations and exclusions of liability in favour of Siemens Energy, Siemens Energy's directors as well as Siemens Energy's employees, agents, suppliers and subcontractors (the "**Protected Entities**") at least equivalent to those afforded to Siemens Energy, under the Contract. Customer shall indemnify and hold harmless Protected Entities against any liabilities incurred by Protected Entities in excess of those that would have been incurred had the Customer complied with its obligation arising out of the preceding paragraph.

12.6 Any and all liability of Siemens Energy under this Contract shall cease with the expiry of the defects liability period of the Services.

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

13. Assignment and Subcontracting

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

13.2 Siemens Energy may transfer, assign, or novate the Contract or any part of it to an affiliated company (**"Affiliate"**), being Siemens Energy itself and any corporation, company, or other legal entity that is affiliated to Siemens Energy pursuant to Sec. 15 et seq. German Stock Corporation Act (AktG).

13.3 Siemens Energy 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 Energy to such third party.

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

14. Confidentiality and Data Protection

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

14.2 This confidentiality obligation shall not apply to Information which

a) is or becomes part of the public domain other than by fault of the receiving party.
b) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure.
c) is developed independently by the receiving party without reliance on Information.
d) was known to the receiving party prior to its disclosure by the other party; or
e) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).

14.3 The Customer shall only be entitled to take photographs or videos or to otherwise record the performance of the Services with Siemens Energy's prior consent.

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

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

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15. Suspension

15.1 Siemens Energy may suspend performance of its obligations under the Contract if (i) the Customer delays in making 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 Energy to perform the Services, or (iii) the Customer otherwise materially breaches the Contract.

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

16. Termination

16.1 Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, 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.

16.2 Save as provided under Clause 6.4 and Clause 16.1, the Customer may terminate the Contract only in the circumstances set out below and in each case upon 14 days written notice to Siemens Energy:

a) in the event of delay, if the maximum liquidated damages under Clause 5.2 are payable, a reasonable additional period of time for performance of the Services has been granted to Siemens Energy and has expired, and Siemens Energy within that time has not provided a commitment to pay further liquidated damages exceeding the before-mentioned maximum liquidated damages in respect of the continuing period of delay, or
b) in the event Siemens Energy 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.

16.3 Any termination by the Customer shall not affect those parts of the Services already delivered or performed in accordance with the Contract prior to the termination. In the event of termination in accordance with Clause 16.2, the Customer shall remain liable to pay Siemens Energy for all parts of the Services already delivered or provided prior to termination. The Customer shall be entitled to compensation for the costs incurred in excess of the Contract Price if it had the defective Services completed by a third party. For the avoidance of doubt, Clause 12 shall apply in case of termination. The right to rescind the Contract is excluded.

16.4 Notwithstanding any other rights it may have under this Contract, Siemens Energy may terminate the Contract

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

16.5 In the event of termination by Siemens Energy, Siemens Energy shall be entitled to recover from the Customer the Contract Price less any saved or avoided expenditure and any additional cost and expenses incurred by Siemens Energy due to such termination.

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17. Dispute Resolution and Applicable Law

17.1 The Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Switzerland excluding the choice of law rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 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.

17.3 The seat of arbitration shall be Zurich, Switzerland. The language to be used in the procedure and the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

17.4 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.

17.5 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.

18. Export Regulations

18.1 If the Customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Energy or works and services (including all kinds of technical support) performed by Siemens Energy to a third party worldwide, the Customer shall comply with all applicable national and international (re-) export control regulations. In any event the Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

18.2 If required to conduct export control checks, the Customer, upon request by Siemens Energy, shall promptly provide Siemens Energy with all information pertaining to particular end customer, destination and intended use of the goods, works and services provided by Siemens Energy, as well as any export control restrictions existing.

18.3 If goods are delivered under the Contract to a third country outside the EU under FCA and/or FOB Incoterms 2020, or other delivery terms where the Customer is responsible for the transport nature and/or the transport company and/or the transport route, the Customer confirms that the route for the transportation of the goods under the Contract to the place of destination will not transit any country sanctioned by the Federal Republic of Germany, by the European Union and/or by the United States of America.

The Customer may not commission a company to transport the goods which

- is established or registered in Russia or Belarus; or

- is owned for 25 % or more by a Russian or Belarusian natural or legal person, entity or body; or
- use (semi-)trailers registered in Russia or Belarus.

The Customer shall ensure that this prohibition is agreed for any subcontracting.

The Customer shall provide Siemens Energy no later than two weeks prior to any delivery with all information on the transportation that is required by Siemens Energy to perform its obligations defined by the underlying contract with the Customer regarding the performance of export formalities (i.e.: EORI or TCUI No. of Transportation Company, means of transport at point of departure within EU (incl. number plate), the name, address, commercial register number of the transportation company or freight forwarder, type and identification (number plate, flight number, vessel name & vessel ID) for means of transport for EU border crossing, transport equipment – indication (e.g., if container(s) are used – container numbers and allocation of positions).

18.4 The Customer shall indemnify and hold harmless Siemens Energy from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations and violation of this Clause by the Customer, and the Customer shall compensate Siemens Energy for all losses and expenses resulting thereof, unless such non-compliance was not caused by fault of the Customer. This provision does not imply a change in the statutory burden of proof.

19. Ban on re-exports to Russia and Belarus („No-Russia-Clause“)

19.1 Siemens Energy hereby prohibits to the Customer, and the Customer agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by Siemens Energy to the Customer under this Contract.

19.2 Siemens Energy shall be entitled to terminate this Contract by written notice in the event of a breach by the Customer of the obligation pursuant to 19.1of this Contract. Upon termination, the Customer shall pay to Siemens Energy all costs and damages incurred by Siemens Energy from such termination. In any case, the Customer shall pay Siemens Energy liquidated damages in the amount of 10 % of the purchase price / delivered goods value.

19.3 Notwithstanding the provision in 19.2, the Customer shall indemnify and hold harmless Siemens Energy in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against Siemens Energy arising out of or relating to a breach by the Customer of the obligation under 19.1 of this Contract and the Customer shall compensate Siemens Energy for all losses and expenses incurred resulting thereof.

20. Miscellaneous

20.1 Nothing in this Contract shall be deemed to create an employment relationship between Siemens Energy and the Customer or any of their personnel or subcontractors.

20.2 The Customer is not entitled to issue instructions to Siemens Energy´s employees. Siemens Energy is free to select and allocate the personnel deployed for the performance of the Services. Siemens Energy alone shall pay for all compensation and social benefits of its employees.

20.3 Siemens Energy shall not be obligated to fulfil this Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions .

20.4 If any provision of this Contract is prohibited or declared invalid or unenforceable by a court 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.

20.5 Any amendments, changes or additions to this Contract must be made in writing in the form of a written agreement signed by authorised representatives of both parties.

20.6 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.

20.7 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.

20.8 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.

21. Cybersecurity

21.1 Cybersecurity Definitions

"Bug Fix" means any correction of software errors in the Product.

"Cyberthreat" means any potential circumstance, event or action that could damage, disrupt or otherwise adversely impact Customer’s network and information systems (including the Product/s), the users of such systems and other people.

"Penetration Testing” means the method that evaluates the security of a computer system or network by simulating an attack, whereby instability may occur during system operation, communication between equipment and computer networks.

"Intended Use" means any use of the Products for devices or systems within its intended or defined purpose.

"Patch" means an Update that fixes a Vulnerability.

"Product(s)" means products, services, solutions and systems consisting of hardware and/or software which are sold, licensed or otherwise made available to the Customer by Siemens Energy, irrespective of whether the manufacturer is Siemens Energy or a third party, and the respective services rendered by Siemens Energy. Provided however, that making available shall not include soliciting of respective

transactions between the Customer and a third party, such as brokering third party apps on Siemens Energy platforms.

"Update" means any software which primarily contains Bug Fix, Patches and/or minor enhancements or improvements of the Product but does not contain significant new features.

"Vulnerability" means a weakness, susceptibility or flaw in a Product that can be exploited by a Cyber-threat.

21.2 **Customer's Responsibilities and Obligations regarding Cybersecurity**

The Customer is solely responsible for the conception, implementation, and maintenance of a holistic, state-of-the-art cybersecurity concept to protect its enterprise with all plants, systems, machines and networks, for which the Products are provided, against Cyberthreats. Such cybersecurity concept shall at least comply with ISO/IEC 27001, IEC 62443 and/or, if applicable, NERC CIP.

The Customer's cybersecurity concept should inter alia include:

- restricting access to the Customer's premises, plants, systems, machines, and networks strictly to essential personnel and areas only.
- installing Updates as soon as they are available or applying other appropriate countermeasures.
- complying with Siemens Energy security advisories and other guidelines.
- if Vulnerabilities are identified by the Customer, the Customer shall notify Siemens Energy in writing without undue delay. Customer hereby acknowledges that delay in such communication may exacerbate any Vulnerabilities and fully assumes the risks and liabilities of such delay. Customers shall cooperate with Siemens Energy and must not disclose or notify the Vulnerability without the prior written consent from Siemens Energy, unless such disclosure or notification is required to comply with mandatory legal regulations.
- connecting the plants, products, systems, machines and networks, for which the Products are provided, to other networks, such as the enterprise network or the internet must only be done where absolutely necessary and only when appropriate security architecture and measures (e.g. firewalls, network client authentication and/or network segmentation) are in place and securely configured.
- not connecting Bluetooth, USB, or any devices to the Product unless having ensured security of such device and following relevant Siemens Energy security procedures.
- minimizing the risk of a malware infection through malware scanners with approved compatibility by the manufacturer or other appropriate protective measures.
- raising the awareness of the Customer's personnel towards dangers associated with Cyber-threats by, e.g. regular communication and training.

Customer shall not perform

a) any Penetration Testing involving the Product without having agreed with Siemens
b) unauthorized modification of the system configuration or security level; or
c) the installation of Patches or Updates which are not authorized by Siemens Energy.

21.3 **Cybersecurity Warranty**

Although Siemens Energy uses commercially reasonable effort to provide its Product free of viruses and protect it against attacks prior to delivery, Siemens Energy does not warrant or guarantee that any Product will be secure from Cyberthreats and does not contain any Vulnerability.

If Siemens Energy identifies exploitable Vulnerabilities in the Products during the warranty period, Siemens Energy shall provide the Customer upon Siemens Energy's sole discretion either with a Patch, an Update or another mitigation measure.

Unless required otherwise by mandatory law, any security Updates or Patches shall be at the Customer's expense and are not included in the Contract Price.

The obligations of Siemens Energy as set forth in this Section 3 shall be the exclusive remedy and in lieu of any other rights and remedies the Customer may have with respect to Cyberthreats or Vulnerabilities and any damage suffered therefrom whether under contract, law or otherwise.

Unless otherwise agreed in writing, any right of the Customer to claim damages resulting from or related to Cyberthreats or Vulnerabilities, such as but not limited to loss or manipulation of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the agreement or as a result of any tortious act, is hereby excluded.

The Products are designed, manufactured, tested or intended as described by Siemens Energy. Customer shall not use the Products for other than Intended Use.