SIEMENS energy

TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES - USA

These Terms and Conditions for purchase of Goods and/or Services ("Terms") by Siemens Energy, Inc. in the USA ("Siemens Energy") and all documents attached hereto or referenced herein ("Exhibits"), including the Purchase Order form, amendments or change orders if any, shall constitute the contract for the Goods/Services purchased by Customer (collectively "Purchase Order"). "Customer" means Siemens Energy, Inc., the Siemens Energy entity or Siemens Energy Affiliate identified in the Purchase Order. "Supplier" means the party identified in the Purchase Order. Supplier and Customer are authorized to do business or maintain a registered agent in the USA. Customer and Supplier are, individually, referred to as a "Party" and, collectively as the "Parties". "Affiliate" means, with respect to a Party, any other party who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party. "Representatives" mean a Party's and its respective Affiliates' directors, officers, principals, employees, agents, representatives and/or subcontractors. "Goods" mean products, materials, raw materials, supplies, equipment, information, Work Product, data, drawings, designs, specifications, firmware, hardware, reports and/or software furnished by Supplier hereunder. "Services" mean the tasks/deliverables to be provided/performed by Supplier as set forth in the Purchase Order. The Purchase Order is effective and is expressly conditional upon Supplier's assent to all terms and conditions in the Purchase Order that are different from or additional to those stated in Supplier's quotation, proposal, or other offering documents. Customer hereby gives notice of objection to any different or additional terms offered by Supplier in any response to the Purchase Order. Shipment of any Goods or the performance of any Services by Supplier shall be deemed to constitute Supplier's assent to these Terms.

1. Communications and Change Orders.

(A) All written communications shall (i) be directed to the addresses set forth in the Purchase Order, (ii) refer to the Purchase Order number and (iii) be delivered in accordance with the Purchase Order.

(B) If Customer requires modifications to the Goods/Services, the Parties shall negotiate an equitable adjustment in the form of a change order or amendment. Supplier shall not make any changes without Customer's prior written consent.

2. Pricing, Terms of Payment, Taxes and Duties.

(A) The purchase price set forth in the Purchase Order shall be in U.S. Dollars, shall be firm and shall include Supplier's overhead, insurance, packaging, storage and shipping, wages and other amounts owed to Supplier's Representatives, including all administrative and travel expenses, taxes, customs, tariffs and all other costs, and expenses (including transfer pricing) applicable to the Goods/Services. The purchase prices for Goods (both tangible and intangible) and Services shall be separately stated. Supplier shall not be entitled to final payment unless and until it has furnished to Customer and/or executed such receipts, affidavits, releases of lien, or other evidence as may be required by Customer to establish to the satisfaction of Customer that no lien or claim exists. Supplier shall furnish a monthly statement certifying that all amounts due by the Supplier for wages, services and materials furnished by the Supplier, including the same for any of its Representatives, for the month covered by the Supplier's invoice(s) have been paid. Supplier's acceptance of final payment shall operate to release and discharge any and all claims of Supplier or any party that may claim by or through it, and any and all liability of Customer, hereunder or in connection herewith.

(B) Customer shall not be responsible for the payment of any taxes, customs, tariffs, fees or duties other than those required to be paid by Customer under Applicable Law (defined in Section 19, below) and which are clearly itemized on Supplier's invoice(s). Customer shall provide tax exemption certificates or other applicable tax documents as reasonably requested by Supplier.

(C) Unless otherwise set forth in the Purchase Order, invoices are due and payable net one hundred twenty (120) days after receipt of the Goods (including all documents required in the Purchase Order), performance of the Services, and a receipt of a correct undisputed invoice by Customer. Payment(s) shall be by electronic banking method identified in the Purchase Order.

3. Title, Risk of Loss, Delivery.

(A) Title to Goods, and title or license to Services, shall pass to Customer at the earlier of (i) payment by Customer or (ii) receipt of the Goods/Services by Customer per the delivery terms in the Purchase Order. In the event of advance or progress payments, Supplier shall (a) reasonably identify or otherwise mark the Goods/Services as Customer's property; (b) sign and deliver such documents for Customer to confirm that title or license has passed to Customer; and (c) if requested by Customer, provide an advance payment bond acceptable to Customer. Goods/Services shall be delivered free and clear of all liens or claims.

(B) For Goods purchases, the Purchase Order shall state the (i) mode, manner and timing of delivery to Customer, its end user(s) or designee(s) and (ii) address of final destination. Regardless of the shipping terms used, risk of loss to the Goods shall remain with Supplier until Goods are in the possession, custody and control of Customer.

(C) Shipments sent C.O.D. without Customer's written consent will not be accepted and will be at Supplier's risk. Supplier is instructed to ship only the quantities specified in the Purchase Order. Any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by Customer only pursuant to a duly executed amendment or change order as set forth in Section 1(B). Customer reserves the right to return, without liability, any overshipment at Supplier's expense.

(D) Supplier shall comply with Customer's delivery dates at its sole cost unless the Parties otherwise agree in writing. If a delay originates with Supplier or its Representatives, Supplier shall be solely responsible for expedited delivery and other charges to meet delivery dates. Goods shipped in advance of Customer's delivery dates may, at Customer's option, be returned to Supplier at Supplier's expense. Customer reserves the right to delay shipment of the Goods for up to thirty (30) days at no additional cost.

(E) Time is of the essence with respect to Supplier's obligations hereunder. Supplier shall provide sufficient labor, material, services, management forces, plant facilities and equipment working such hours, including night shift, overtime, weekends and holidays as may be required by Customer to assure compliance with the established schedule and/or completion/delivery date. Supplier shall be solely responsible for the safe and lawful transportation of any personnel and Goods in connection with the performance required hereunder. If the Purchase Order does not specify liquidated damages, then Supplier shall be responsible for Customer's actual costs and damages resulting from late delivery of the Goods and/or Services. If liquidated damages for delay in delivery, completion or for other reasons are set forth in the Purchase Order, Supplier expressly agrees that (i) such liquidated damages were specifically negotiated by the Parties and are in lieu of Customer's actual damages for delay, which both Parties agree such damages would be difficult or impossible to calculate, (ii) such liquidated damages constitute a fair and reasonable estimate of the amount of damages that would be incurred by Customer in the event of such delays in delivery or completion of the Goods and/or Services in light of anticipated harm, and the difficulties of proof of and inconvenience or non-feasibility of obtaining any adequate remedy, (iii) such liquidated damages are not intended as and shall not be deemed or construed as penalties, and (iv) it waives any right to contest the validity or enforceability of such liquidated damages. Notwithstanding any such payment of liquidated damages for late delivery or otherwise, Supplier shall remain obligated to meet the delivery terms.

4. Inspection and Quality Control. Customer, its Representatives and/or end user(s) may inspect, test, reject or accept Goods/Services during manufacture or performance. If inspections/tests are made on Supplier's premises, Supplier, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of Customer's inspectors. Customer's inspections/tests will not unduly interfere with Supplier's business. Supplier shall maintain quality control and inspection systems as mutually agreed upon by the Parties and provide Customer with quality assurance documentation, manuals or certifications. Notwithstanding prior inspection or testing, payment, or passage of title, all Goods/Services shall be subject to final inspection and written acceptance at final destination, with such rights of inspection/rejection being in addition to any other rights or remedies of Customer under the Purchase Order or Applicable Law. If Customer rejects all or part of the Goods, Customer may return Goods to Supplier, at Supplier's sole risk and expense, for rework or replacement, and Supplier shall ship conforming Goods within ten (10) days of Supplier's receipt of the rejected Goods. If Customer determines, in its sole discretion, that Supplier is unable to rework or replace Goods within the time required by Customer, Customer may: (A) rework or have another supplier rework the Goods, the cost of such rework to be paid by Supplier; (B) return Goods to Supplier for full credit and obtain replacement from an alternate source, at Supplier's expense; or (C) produce replacement Goods at Supplier's expense. All Services found to be defective or nonconforming shall be re-performed at Supplier's expense.

5. Goods and Services Warranty.

(A) GENERAL WARRANTIES: Supplier represents and warrants that it shall perform the Services and furnish the Goods in a professional and workmanlike manner, and the Goods/Services furnished hereunder

(1) shall (i) be new and of merchantable quality, (ii) be fit for and capable of the intended use; (iii) be of high quality and free from any defect or nonconformity in design, workmanship or materials; (iv) not be government or commercial surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, and (v) strictly conform to the requirements of the Purchase Order, Customer's specifications, drawings, samples and other descriptions or instructions furnished by Supplier or Supplier's Representatives, generally accepted professional, engineering, manufacturing and/or technology standards, and Applicable Law; in each instance, until the later of eighteen (18) months after the Goods are first placed into service

or thirty-six (36) months after delivery, and in the case of Services, eighteen (18) months after the completion of the Services;

(2) (i) are free of any liens, encumbrances or claims, (ii) are free of Asbestos, Asbestos containing materials or any other materials prohibited by Applicable Laws; (iii) bear all markings, labels, warnings, notices or other information required under Applicable Law; and (iv) do not contain any substance prohibited by national or international regulations applicable to the Supplier or Customer, or at the point of delivery;

(3) do not (i) infringe, violate or misappropriate any intellectual property right(s) of third parties or (ii) violate Applicable Laws; and

(4) Supplier has all of the rights, permits, licenses and authority necessary to perform its obligations hereunder.

(B) TECHNOLOGY WARRANTIES: Supplier further represents and warrants that (i) Goods/Services including any software, related documentation, updates furnished hereunder and the media it is delivered on, or any "Software as a Service" or "Cloud" service, have been scanned for viruses and other malicious code and have been found to be free from viruses and malicious code; and (ii) the Goods/Services do not (a) grant access to servers, systems or programs of Customer, its Affiliates or Representatives or Customer's end user customers by person(s) other than Customer, its Affiliates or Representatives or (b) contain any program, routine, code, device or other undisclosed feature including but not limited to a time bomb, ransomware, virus, software lock, trojan horse, worm or trap door ("Disabling Feature") that is designed to delete, disable or interfere with the Goods/Services, infect the host or perform an unauthorized process and if any Disabling Feature is discovered or reasonably suspected to be present, Supplier shall immediately notify Customer and, at its sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

(C) For a breach of Supplier's warranty, Customer's remedies shall include but not be limited to Supplier's correction of any nonconformity with the warranty at its sole expense, and at the sole discretion of Customer, Supplier shall promptly (i) repair or replace the nonconformity (and correct any plans, specifications, or drawings affected); (ii) furnish Customer or its end users any materials, parts and instructions necessary to correct the nonconformity, including reimbursement for Customer's costs; or (iii) pay Customer a mutually agreed portion of the Purchase Order price. Customer shall also be entitled to recover all costs and expenses incurred directly by Customer, its Representatives or payable to third parties, including additional costs of Customer's personnel or other labor, evaluation, re-working or scrapping, or transportation costs, or costs incurred in removing defective or nonconforming Goods/Services from property, equipment or products from property or premises where they have been incorporated.

(D) The warranty with respect to any corrected Goods/Services shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Goods/Services shall be the longer of (i) one year from the date of repair or replacement or (ii) until the end of the original warranty period.

(E) Customer's approval of Supplier's samples, prototypes or first articles shall not be construed as a waiver of any express or implied warranty.

(F) In addition to any other obligations set forth in this Article 5, Supplier shall pass through all assignable third-party manufacturers' warranties applicable to Goods/Services furnished by Supplier. In the event a third-party warranty is not assignable, Supplier shall enforce its warranty against a third-party at Supplier's expense upon Customer's reasonable request. Supplier shall immediately notify Customer in writing of product recalls and/or product safety notices that concern the Goods/Services.

(G) Customer shall have the right to assign all Supplier warranties under the Purchase Order to third parties including Customer's customers/end users who shall have all rights to enforce such warranty.

6. Customer Furnished Property.

(A) The term "Customer Furnished Property" shall mean all tools, patterns, equipment, materials or other property which, pursuant to the Purchase Order, is either (i) supplied by or on behalf of Customer or its Representatives to Supplier to perform the Services or furnish the Goods, (ii) purchased by Customer from Supplier which is to be "delivered in place" and stored at Supplier's facility, or (iii) to be stored and maintained by Supplier at a Supplier facility. Title to Customer Furnished Property shall remain with Customer (or Customer's customer, vendor, or other party which owns title thereto), and Supplier shall bear all risk of loss or damage thereto while in Supplier's care, custody or control. For Customer Furnished Property in Supplier's possession, custody or control,

Supplier shall insure against loss and damage in an amount equal to full replacement cost. Customer Furnished Property is furnished by Customer “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS”.

(B) With respect to Customer Furnished Property covered in subsections 6(A)(i) and (ii) above, Supplier shall not use such Customer Furnished Property on any work other than the Goods/Services. Supplier shall, at its own expense, maintain and repair such Customer Furnished Property and return it to Customer when required in the Purchase Order or as otherwise directed by Customer in the condition in which received, reasonable wear and tear excepted.

(C) With respect to Customer Furnished Property described in subsection 6(A)(iii) above, Supplier shall make no use of such Customer Furnished Property other than to properly off load, store and maintain the same as set forth in the Purchase Order and return the same to Customer in the condition when received by Supplier. Supplier shall clearly mark Customer Furnished Property to show Customer's ownership. The Purchase Order shall remain in effect so long as Supplier possesses Customer Furnished Property.

(D) Supplier shall ensure that the Customer Furnished Property does not become the subject of any lien, tax, charge, duty, encumbrance, defect or other impediment of the same or any other kind, and, without limiting any of its other obligations Supplier hereby indemnifies Customer in full against all costs, expenses and damages, including taxes, that Customer incurs or suffers, whether directly or indirectly, arising as a result of breach of this Section 6(D).

(E) Upon written notice from Customer, or expiration or termination of the Purchase Order (whichever first occurs), Supplier shall make available, return to Customer or dispose of Customer Furnished Property as Customer directs in writing or as otherwise may be set forth in the Purchase Order. Customer reserves the right to abandon Customer Furnished Property at no additional cost to Customer. Upon such direction, termination, or expiration, unless otherwise set forth in the Purchase Order or specified in such notice, Supplier shall package the Customer Furnished Property suitable for vehicular transport. Supplier shall make the Customer Furnished Property available for pickup by Customer at the Supplier’s facility where present within ten (10) days after such written notice, which will constitute Supplier’s delivery of the Customer Furnished Property to Customer. Customer will arrange for and bear the cost of loading the Customer Furnished Property at the Supplier’s facility and transporting the Customer Furnished Property from the Supplier’s facility to the designated Customer location. If Supplier fails to make the Customer Furnished Property available then, without limiting any of Customer’s rights or remedies (i) Supplier shall, upon written demand from Customer pay Customer any expenses including without limitation legal costs incurred by Customer in tracing and recovering possession of the Customer Furnished Property, including the costs to seek and obtain an injunction or other writ to enter and remove said Customer Furnished Property from Supplier’s or its Representative’s premises with respect to which Supplier consents and agrees not to contest or defend.

7. Packaging.

(A) Except where the Purchase Order includes alternative requirements, Supplier shall be responsible for packaging Goods, and the clear and conspicuous marking of Goods and packaging, in accordance with Applicable Law, industry standards and in a manner sufficient to permit efficient handling, to provide adequate protection and comply with requirements of carrier and Applicable Law.

(B) Packing slips identifying the Purchase Order number and part number must accompany each shipment. The exterior of each shipping container or package will be clearly marked with Customer’s Purchase Order number and country of origin, which shall also be marked on Goods, and any specified packaging/marking requirements stated in the Purchase Order, in a clear, conspicuous and permanent manner. Supplier shall provide all necessary shipping documents, including, but not limited to, customs invoices and packing lists in accordance with Customer’s requirements and Applicable Law. Damages and costs incurred by Customer, its Representative or end user resulting from Supplier or its Representative’s failure to comply with this Section shall be paid by Supplier. If Supplier uses wood packaging materials for cargo that will cross international borders, then Supplier warrants that (a) it shall meet all of the requirements of United States Code of Federal Regulations (“CFR”) 7 CFR §319.40-3(b)(1) and CFR §319.40-3(b)(2) and (b) such wood packaging materials shall be International Standards for Phytosanitary Measures Number 15 (ISPM 15) compliant and properly marked.

8. Intellectual Property.

(A) *Background Ownership:* Each Party shall retain all right, title and interest it may have with respect to Items acquired or developed before the effective date or independently of the Purchase Order. “Items” means ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models, instructions, specifications, technical information, computer programs including software (in source and object code forms), firmware

and related operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans, outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable.

(B) *Foreground Ownership:* As between the Parties, Customer shall be the sole owner of and shall have all right, title and interest in all Work Product, including all related copyright, patent and other intellectual property rights, including without limitation, any derivative works, or inventions or trademarks relating to existing intellectual property. "Work Product" means all Items and any other work product conceived, created, developed, produced, prepared, collected, compiled or generated by Supplier, its Affiliates or Representatives in connection with performing the Services or producing the Goods including but not limited to modifications and improvements thereto. Supplier shall not cause or permit any Work Product to be subject to any lien or encumbrance. Supplier hereby, irrevocably, in perpetuity and without further consideration, assigns to Customer all right, title and interest that Supplier, its Affiliates and/or Representatives has or may have in the future anywhere in the world in all Work Product.

(C) *Works made for Hire:* Customer will be considered the "person for whom the work was prepared" for purposes of determining the authorship of any copyright in Work Product, and all copyrightable aspects of Work Product will constitute "works made for hire" as that term is defined under Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, as amended ("Copyright Act"), or analogous provisions under other Applicable Laws, and will be owned exclusively by Customer upon creation. If (and to the extent) any of the foregoing (or any part or element thereof) is found as a matter of law not to be a "work made for hire" under Applicable Laws, Supplier hereby irrevocably, in perpetuity and without further consideration, assigns to Customer (its successors and assigns) all right, title and interest that Supplier has or may have in the future in and to all United States and foreign copyrights in Work Product and all copies thereof.

(D) *Disclosure; Further Assurances:* Supplier shall disclose and describe all Work Product to Customer and, promptly upon Customer's request, provide any requested information or documentation related to Work Product. Upon Customer's request, Supplier will execute and deliver to them all documents and provide all testimony necessary to register and enforce intellectual property rights in Work Product solely in the name of Customer (or its designee). Supplier irrevocably designates and appoints Customer (or its designee) and its legal representatives and nominees, as Supplier's agent and attorney-in-fact to prosecute and enforce any applications and intellectual property rights as to Work Product.

(E) *Background License:* Supplier hereby grants to Customer and its end user(s), a non-exclusive, freely transferable, royalty-free, fully paid-up, worldwide, license in and to, all Items owned or licensed by Supplier which are necessary for the use and enjoyment by Customer and its end user(s) of Goods/Services and Work Product hereunder.

(F) *Third-Party Intellectual Property:* Supplier shall not embed or incorporate any third-party intellectual property into Goods/Services without (i) Customer's written consent and (ii) Supplier providing to Customer and/or its end users a list of third-party intellectual property (contained within or necessary to use Goods/Services), together with royalty-free, paid-up licenses to Customer, its Affiliates and its or their end user(s). Any such license shall include a perpetual software license for software used in or required for the operation of Goods/Services, including but not limited to all modifications or additions to software, as well as related documentation and technical information. Any software maintenance or support service shall be the subject of an Exhibit to the Purchase Order.

9. Indemnification.

(A) Supplier shall indemnify, defend and hold harmless Customer, its Affiliates, and their Representatives and assigns from and against all claims, suits, causes of action, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions including but not limited to reasonable attorneys' fees and court costs (collectively "Claims") for:

(i) death, bodily/personal injury, or property damage (including but not limited to loss or damage to Customer Furnished Property), to the extent caused by (a) the negligent acts or omissions or willful misconduct of Supplier or its Representatives or (b) defects in the Goods/Services furnished hereunder;

(ii) nonpayment of wages, benefits, fees, amounts owed, and/or any taxes (including penalties and interest) associated therewith arising from Supplier's Representatives, suppliers, contractors, and/or materialmen which may include liens or encumbrances on the Goods/Services or the premises on which located;

(iii) a challenge to title to the Goods/Services;

(iv) infringement or misappropriation of any third-party's intellectual property rights in connection with the Purchase Order or Customer's, its Representatives or Customer's end user's use of the Goods/Services;

(v) violation of Applicable Law;

(vi) a Data Breach as set forth in Exhibit D, Siemens Energy Data Privacy Requirements for Personal Information, such indemnification shall include any fine, penalty, public relations expenses, government investigation or inquiry, remediation and mitigation effort, including but not limited to notification letters, credit monitoring services, identity theft insurance, reimbursement for credit freezes, fraud resolution services, identity restoration services, toll free information services for affected Data Subjects, and any similar service that entities make available to impacted Data Subjects; or

(vii) breach of the Purchase Order by Supplier or its Affiliate(s) or Representative(s).

(B) If Customer receives written notice of a Claim(s), Customer shall give prompt written notice to Supplier. Customer's delay or deficiency in notifying Supplier shall not relieve Supplier of liability or obligation unless such delay materially impacts the defense of the Claim(s). If the settlement of a Claim(s) may result in ongoing liability to or detrimentally impacts Customer, its Affiliates, Representatives or end users, then such settlement shall require the prior written consent of Customer. Customer may have its own counsel at Customer's cost at all related proceedings.

(C) In case either Party reasonably believes the Goods/Services, or any part thereof, may be the subject of an intellectual property Claim(s), Supplier shall at its own expense: (a) procure Customer, its Representatives and/or end user's right to continue using the Goods/Services; (b) replace with substantially equivalent non-infringing Goods/Services; or (c) modify the Goods/Services in compliance with Applicable Laws so it becomes non-infringing.

(D) The indemnification obligations of Supplier hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Supplier or any of its Representatives under any applicable workers' compensation law(s), disability benefits laws(s) or other employee benefits law(s). TO THE EXTENT THAT THE PURCHASE ORDER RELATES TO SERVICES PROVIDED OR DEEMED TO HAVE OCCURRED IN THE STATES OF MAINE, OHIO, PENNSYLVANIA, OR WASHINGTON, THEN SUPPLIER AND ITS REPRESENTATIVES EXPRESSLY AND SPECIFICALLY WAIVE ITS AND THEIR STATUTORY AND CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER THE LAWS OF THE STATES OF MAINE, OHIO, PENNSYLVANIA, AND WASHINGTON, INCLUDING AMENDMENTS THERETO.

10. Confidentiality.

(A) "Confidential Information" shall mean any proprietary, business, financial, or technical information of Customer, received by Supplier under the Purchase Order in hard copy, electronic format, verbal, visual or any other form, marked or unmarked, (including copies or restatements thereof) relating to, without limitation, the intellectual property, know-how, Items, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, user identification numbers or passwords of Customer, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information, which is furnished or revealed by Customer to Supplier and described or identified at the time of disclosure as being confidential or proprietary, or alternatively, whose confidential or proprietary nature is apparent from the context of the disclosure or the contents or nature of the information disclosed. The Purchase Order shall be deemed Confidential Information of Customer.

(B) *Obligation of Confidentiality and Limited Use:* Supplier will use Confidential Information only to perform its obligations under the Purchase Order. Supplier shall not use Confidential Information for any other purpose. Supplier will prevent the disclosure and protect the confidentiality of the Confidential Information both during and after the term of the Purchase Order by using the same means it uses to protect its own confidential information, but in any event no less than reasonable means. Supplier will not use Confidential Information for the benefit of, or transmit or disclose Confidential Information to any third party without first obtaining the express written consent of Customer, but in no event to a direct competitor of Customer. Supplier shall not copy, distribute or disclose Confidential Information except to those of its Representatives who have a need to know such Confidential Information as required to perform its obligations under the Purchase Order, provided that such Representatives are advised of and agree in writing to abide by the confidentiality obligations set forth herein or by confidentiality obligations (including those within employment agreements) that are at least as restrictive as those set forth herein. A Supplier shall not reverse engineer (to include: measure, conduct multi-dimensional scan/print), disassemble or decompose any prototypes, software or other tangible objects which embody Confidential Information. A Supplier shall not use Confidential Information to produce marketing materials, engage in sales activities or generate revenue without express written approval of Customer. Compliance by Representatives with the confidentiality and use obligations in the Purchase Order will remain the responsibility of Supplier, and both Supplier and its Representatives shall be liable for any breach of the Purchase Order by Representatives. Each Supplier shall take all reasonable steps to prevent or halt unauthorized use or disclosure of Confidential Information by or through itself

or its Representatives. Supplier will not make or issue, or cause to be made or issued, any announcement or statement regarding activities under the Purchase Order, for dissemination to the general public or any third party without the prior written consent of Customer.

(C) *Disclosures Required by Law:* In the event Supplier is required by a court or federal, state or local agency to disclose Confidential Information, Supplier shall promptly notify Customer of such order so that Customer may seek a protective order or take any other action as it deems appropriate. In such circumstances, the Supplier shall exercise all reasonable efforts to disclose only the minimal amount of Confidential Information required to satisfy such order.

(D) *Exclusions:* Confidential Information will not include any information or data if Supplier can show that such information: (i) was or becomes generally available to the public through no breach of the Purchase Order by Supplier or its Representatives; (ii) was rightfully in Supplier's or its Representatives' possession prior to receipt from Customer; (iii) becomes rightfully available to Supplier or its Representatives from a source other than Customer who is free to lawfully disclose such information to Supplier or its Representatives; (iv) is approved for release by written agreement of Customer; or (v) is independently developed by Supplier or its Representatives, as evidenced by written records, without the use of Customer's Confidential Information. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.

(E) *Return of Confidential Information:* Confidential Information shall remain the property of Customer. Within thirty (30) days of receipt of a request from Customer, Supplier will return Customer's Confidential Information, including all copies thereof, or certify in writing to Customer that all Confidential Information received under the Purchase Order, including all copies thereof, has been destroyed.

(F) *Remedies:* Any violation of the Purchase Order by Supplier may cause irreparable harm to Customer. The Parties agree that upon any actual or threatened violation of this Section by Supplier, Customer is entitled to seek preliminary and other injunctive relief against such violation, in addition to any other rights or remedies which Customer may have at law or in equity, plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this Section.

(G) *Immunity:* An individual who is a Supplier Representative will be immune from liability for the confidential disclosure of trade secrets (i) to a governmental agency to report a suspected violation of law or (ii) to a court, if the individual complies with the Defend Trade Secrets Act, 18 U.S.C. Section 1833(b).

11. Representations, Warranties and Covenants. In addition to warranties set forth elsewhere in the Purchase Order, Supplier for itself and on behalf of its Affiliates and Representatives hereby represents and warrants for the term of the Purchase Order as follows:

(A) None of Supplier, its Affiliates or Representatives is (i) the target of or designated under any sanctions program that is established by statute or regulation of the United States, by Executive Order of the President of the United States, or by designations of any department or agency of the United States government including but not limited to those designations reflected in the "list of Specially Designated Nationals and Blocked Persons" of the Office of Foreign Asset Control, U.S. Department of the Treasury, or (ii) without limiting subsection (i) above, is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Purchase Order by any United States or state or local authority, department or agency;

(B) Supplier's Representatives are legally authorized to work in the United States and Supplier shall complete as required by Applicable Law the Department of Labor's Form I-9 and to retain it for the statutorily designated period and, if requested by Customer, Supplier shall provide copies of such Forms I-9 to Customer unless such disclosure shall be prohibited by Applicable Law;

(C) For Services provided at Customer's, it's end user or third-party's premises, Supplier has examined the worksite in order to acquaint itself with the local conditions, including applicable regulations, codes, permits, licenses, registrations, environmental standards, and notification requirements concerning site safety and/or security;

(D) Supplier has not and will not, absent prior written approval from Customer, take any actions that: (i) create, or purport to create, any obligation on behalf of Customer, or (ii) grant, or purport to grant, any rights or immunities to any third-party under Customer's intellectual property or proprietary rights; and

(E) Supplier, its Affiliates and Representatives shall comply with the requirements of Section 20(C) below.

12. Environment, Health and Safety.

(A) Supplier and its Representatives shall, in addition to other obligations set forth in the Purchase Order (i) comply with Applicable Laws concerning health, the environment, safety, or pertaining to or regulating pollutants, contaminants, or hazardous, toxic or radioactive substances, materials or wastes, including without limitation the handling, transportation and disposal thereof, or governing or regulating the health and safety of personnel, including but not limited to the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act ("TSCA"), as amended (collectively referred to as "EHS Laws") (pollutants, contaminants, substances, materials or wastes as defined under EHS Laws shall be referred to collectively as "Hazardous Materials"); (ii) ensure that Goods/Services comply at all times with EHS Laws, (iii) mitigate hazards to the environment and to the health and safety of persons, (iv) ensure the Goods/Services, and any and all parts, components, or material thereof, bear all markings, labels, warnings, notices or other information required under applicable EHS Laws, (v) select and use only equipment, including but not limited to personal protection equipment, that comports with EHS Laws, train its Representatives in the use of such equipment in a safe and lawful manner, and maintain such equipment in good working order at all times, (vi) afford Customer and/or its Representatives access to all records pertaining to environmental, health and safety matters, in any form, pursuant to Customer's audit rights herein, (vii) immediately notify Customer of any incident involving death, injury or damage to any person or property in connection with the Purchase Order, (viii) upon Customer's request, conduct an incident investigation or support such investigation (at Supplier's expense) conducted by Customer, (ix) notify Customer, its end user and/or its or their Representatives of any solid or hazardous waste (as so defined under EHS Laws) generated in the course of Supplier or its Representative's providing Goods/Services at a Work Site (as defined below) and (x) comply with the substance declarations and other requirements set forth in Exhibit A.

(B) Where the Purchase Order includes the presence of Supplier or its Representatives on the premises of Customer, Customer's end user, or any other location other than the premises of Supplier ("Work Site"), Supplier shall: (1) be solely responsible for the safety, health, medical surveillance, industrial hygiene, training and all other matters relating to safety and health of its Representatives at the Work Site, (2) appoint a competent person as its representative for environmental, health and safety who shall take part in safety discussions with Customer, its Representatives, end user, or the owner of the Work Site, (3) be solely responsible for the handling, use, transportation and disposal of any and all substances regulated under the EHS Laws which Supplier or its Representatives bring onto the Work Site or generate in the performance of the Purchase Order, including but not limited to excess waste or residue, containers or any of such substances not consumed, and for any spills, releases or discharges of such substances, strictly in accordance with EHS Laws, and (4) ensure Supplier's Representatives participate in any site-specific safety training and comply with all rules and requirements of Customer, its end user, or such other owner of the Work Site.

(C) Prior to commencing any Services at a Work Site, Supplier shall, in accordance with EHS Laws provide and comply with a site-specific health and safety plan, Work Site requirements, and shall make the same available to Customer or its Representatives at Customer's request. If Supplier fails to comply with this Section, Customer may, at its sole option and without limiting its other rights, order Supplier or its Representatives to cease Services until Supplier complies at Supplier's sole cost and expense. If Supplier is unable or refuses to take corrective action hereunder Customer may contract with a third-party or otherwise continue such Services at the Work Site and charge Supplier excess cost caused to Customer. Customer shall have the right, at its sole discretion, to remove Supplier or its Representatives from a Work Site for violation of this Section, EHS Laws, or requirements applicable to the Good or Services.

(D) Supplier warrants that every chemical substance or material sold, transferred or delivered under the Purchase Order, including any chemical substance that is or is contained in any Goods/Services, shall, at the time of sale, transfer or delivery, be (1) on the list of chemical substances published by the Administrator of the U.S. Environmental Protection Agency pursuant to TSCA, otherwise known as the TSCA Inventory, or (2) exempted from such list under 40 CFR 720.30-38, and (3) able to be lawfully and safely used and transported in any jurisdiction to or through which such Goods will likely be shipped. Without limiting its other obligations, Supplier shall comply with Section 13 of TSCA, including without limitation requirements that importers certify that such substance or material is either in compliance with TSCA (positive certification) or are not subject to TSCA (negative certification) before importing a chemical substance, mixture or article containing a chemical substance or mixture into the USA.

13. Termination.

(A) Customer may suspend or terminate for its convenience the Purchase Order upon written notice to Supplier and, upon receipt of notice, Supplier and its Representatives shall, in addition to complying with the requirements of such notice, immediately (i) stop production and delivery of all Goods/Services, (ii) accept no orders for Goods/Services and (iii) protect all Goods/Services under Supplier's control in which Customer may have a full/partial interest. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in Customer's notice. For a terminated Purchase Order, Supplier will provide Customer with written evidence of any costs, if any, Supplier incurred

resulting from the termination for convenience within thirty (30) days from the effective date of termination. If the Parties are unable to agree on compensation for such termination, Supplier shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination, with such total amount not to exceed the Purchase Order price.

(B) Without limiting any other termination rights of the Customer set forth in these Terms, a Party may terminate the Purchase Order for cause upon thirty (30) days prior written notice in the event the other Party hereto ("Non-Terminating Party") (i) materially breaches the Purchase Order and fails to cure the breach within this thirty (30) day period or (ii) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such Non-Terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the Non-Terminating Party.

(C) The Purchase Order may be terminated by Customer without penalty immediately upon written notice to Supplier if Supplier or its Representatives violate any EHS Laws or Trade Regulations.

(D) Without limiting Customer's other rights or remedies, if Customer terminates the Purchase Order under (B) or (C) hereof, (i) Supplier shall immediately perform its obligations in (A)(i) through (iii) hereof, (ii) Customer may procure Goods/Services from alternative sources without obligation to Supplier, (iii) Supplier shall pay Customer any additional costs incurred for re-procured Goods/Services and (iv) Customer or its Representatives may enter upon Supplier's premises during business hours to take possession of and remove Customer Furnished Property and Goods to which title has passed to Customer. Regardless of the reason for termination, Customer's total liability to Supplier related to such termination shall not exceed the Purchase Order price of the Goods/Services to which such termination applies.

14. Open Source Software. Supplier shall inform Customer no later than five (5) days following receipt of the Purchase Order, whether the Goods/Services include "Open Source Software" and identify all third-party software included in the Goods or Services. As used herein "Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or distribution of such software and/ or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following: (i) that the source code of such Software and/or any Derivative Software be made available to third parties; or (ii) that permission for creating derivative works of such Software and/or any Derivative Software be granted to third parties. If Open Source Software is included, Supplier shall deliver to Customer, not later than the date of order confirmation, (i) a schedule of all Open Source Software files used, indicating the relevant license and including a copy of the complete text of such license; (ii) the source code of the Open Source Software; and (iii) a written declaration that Customer's intended use of the Open Source Software will not be subject to a "Copyleft Effect" which means the Open License Terms require that certain of the Supplier's products, as well as products derived thereby, may only be distributed further in accordance with the terms of the Open License Terms. Should Supplier not inform Customer of Open Source Software or otherwise breach this Section, it shall be a material breach and Supplier shall indemnify and defend Customer, its Representatives and Customer's end user(s) from all Claims arising from such breach, and Customer shall be entitled to cancel the Purchase Order without penalty.

15. Export Control and Trade Regulations; Ban on Re-Exports to Russia and Belarus; Procurement Laws and Regulations.

(A) For all Goods to be delivered and Services to be provided according to the Purchase Order, Supplier shall comply with all applicable export control, customs and trade regulations ("Trade Regulations") and shall obtain all necessary export licenses, unless Customer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Trade Regulations. In particular, Supplier represents and warrants that none of its Goods nor its Services provided under the Purchase Order contain goods, products and/or services restricted for import under the Trade Regulations which, in any case, include the Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection. At the request of Customer, Supplier shall provide in writing, not later than three (3) days of request, the necessary information required by the Customer to comply with all applicable Trade Regulations; including re-export limitations in case of resale. To the extent Supplier is requested to deliver Goods/Services regulated under the Arms Export Control Act or the Atomic Energy Act, Supplier shall advise Customer in advance of order or contract acceptance. Regardless, and upon delivery, Supplier shall provide Customer for each Good and Service delivered the following trade data as applicable: (i) "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) or the Munitions List Category Designation

according to the U.S. International Traffic in Arms Regulations, and all other applicable export control list numbers; (ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the Good, Service and/or product has been performed (EU Combined Nomenclature, TARIC, US HTS); (iii) the country of origin (non-preferential origin) as well as the region of origin, if applicable for the respective country of origin; (iv) proof of origin (e.g., Packing-List, Delivery Note, BOL, Goods Accompanying Invoice); (v) Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and (vi) upon Customer's request, evidence of the country of origin of iron and steel inputs used for the processing of the Goods and/or Services as well as evidence of the country of origin of crude oil which has been used for refining the Goods. Supplier shall be liable for any expenses and/or damage incurred by Customer due to any breach of its obligations under this Section. In the event Supplier has knowledge of any alterations to origin and/or characteristics of the Goods/Services and/or to the applicable Trade Regulations, it shall notify the Customer not later than three (3) days after discovery. Supplier shall be liable for any expenses and/or damages incurred by Customer due to the lack of or inaccuracy of said export control and foreign trade data. Customer shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

(B) Supplier and its Representatives (including but not limited to distributors, re-Suppliers, and freight forwarders) shall ensure that Goods meeting the definition of "Hazardous Materials", "hazardous goods", "dangerous goods" or "hazardous chemical substances" under Applicable Laws are packaged, labeled, stored, used, handled and transported as required by such laws.

(C) *Ban on Re-Exports to Russia and Belarus*. Section 15 (C) shall apply if and to the extent (i) Customer supplies any goods or technology to the Supplier in the course of the execution of the Purchase Order, (ii) such supplied goods or technology are or refer to goods listed in the Annexes set out in Article 12 g EU Regulation No. 833/2014 and Article 8g EU Regulation No. 765/2006 as amended and (iii) the supply takes place from the EU to a third country except for partner countries according to Article 12 g EU Regulation No. 833/2014 and Article 8g EU Regulation No. 765/2006 as amended:

(1) Customer hereby prohibits the Supplier, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods and technology (and related documentation, regardless of the mode of provision) provided by the Customer to the Supplier under the Purchase Order.

(2) The Customer shall be entitled to terminate the Purchase Order by written notice in the event of a breach by Supplier or its Representatives of the obligations pursuant to Section 15 (C). Upon termination, Supplier shall pay to the Customer liquidated damages in the amount of twenty percent (20%) of the Purchase Order price.

(3) Notwithstanding the provision hereinabove in Section 15 (C), the Supplier and its Representatives shall indemnify and hold harmless Customer, its Affiliates, and their Representatives and assigns from and against any claim, preceding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Customer and its Representatives arising out of or relating to a breach by the Supplier or its Representatives of the obligations under Section 15 (C) and Supplier shall compensate Customer for all losses and expenses incurred resulting thereof.

(D) *Procurement Laws and Regulations*.

(1) Supplier and its Representatives are prohibited, in the performance of their obligations hereunder, from providing Customer any Goods, Services or systems that are prohibited under U.S. federal or state laws or regulations, including but not limited to, covered telecommunications and video surveillance equipment or Services under Section 889 of Public Law 115-232 and 2 C.F.R. § 200.216. If Customer or Supplier determines, pursuant to the Purchase Order or during a time period extending for one (1) year after the expiration of the Purchase Order, that Supplier or its Representatives failed to comply with any such laws or regulations, then, following written notice thereof from Customer or upon Supplier's own determination, Supplier shall immediately notify Customer in writing thereof and, in either event, Supplier shall promptly replace the noncompliant Goods, Services and systems with compliant Goods, Services and systems at no additional cost to Customer.

(2) As a federal contractor/subcontractor, Customer is required to (i) comply with certain regulations and (ii) ensure that its contractors, subcontractors, vendors and suppliers comply with same. Therefore, when notified by Customer, Supplier and its Representatives shall comply with FAR 52.204-27, Prohibition on ByteDance Covered Application, and shall insert the substance of such clause, including paragraph (c)

therein, in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

16. C-TPAT and Security in the Supply Chain. Supplier, its Affiliates and Representatives, when providing Goods/Services to the Customer internationally, shall support the efforts of the Customer regarding security in the supply chain, as directed by the World Customs Organization SAFE Framework of Standards, U.S. Customs & Border Protection C-TPAT standards or any other applicable customs trade security programs (e.g. AEO). Upon request, Supplier agrees to provide Customer's declaration on security in the supply chain or other documentation recognizing Supplier's participation in a national customs supply chain security program. The Supplier agrees to allow Customer or a Representative to reasonably verify adherence to the declaration's statements including to on-site inspections. If Customer has identified that Supplier has not fulfilled obligations set forth in this Section, the Parties shall mutually agree on a remediation plan. If Supplier fails to comply with a mutually agreed remediation plan, the Customer may terminate the Purchase Order without liability. Supplier, its Affiliates and Representatives shall, if applicable, comply with United States Importer Security Filing (ISF) requirements, also known as 10+2, which requires Supplier to submit specific information for all its ocean shipments destined for U.S. ports pursuant to U.S. Customs Border Protection (CBP) regulations. If Supplier, its Affiliates or Representatives fail to provide complete and accurate information to the ISF filing agent identified by Customer pursuant to CBP regulations, such failure may result in delays, detention of the cargo or of the ocean vessel, or liquidated damages charged by U.S. Customs Border Protection.

17. Siemens Energy Code of Conduct. Supplier shall, and shall cause its suppliers and subcontractors to, comply with the principles and requirements of the "Siemens Energy Code of Conduct for Siemens Energy Suppliers and Third-Party Intermediaries" attached hereto as Exhibit B (hereinafter the "Code of Conduct"). If and as requested by Customer, Supplier and its suppliers and subcontractors shall not more than once a year (at its option) provide to Customer either (A) a written self-assessment in the form provided by Customer or (B) a written report approved by Customer describing the actions taken or to be taken by Supplier and its suppliers and subcontractors to assure compliance with the Code of Conduct. In addition to any other rights and remedies Customer may have, in the event of (i) Supplier's or its suppliers' or subcontractors' material or repeated failure to comply with the Code of Conduct or (ii) Supplier's or its suppliers' or subcontractors' denial of Customer's right of inspection as provided for in the Purchase Order, after providing Supplier reasonable notice and a reasonable opportunity to remedy, Customer may terminate the Purchase Order without any liability whatsoever. Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with environmental protection requirements. The notice and remedy provisions herein shall not apply to material failures set forth in the preceding sentence.

18. Force Majeure. A Party shall notify the other Party hereto in writing within twenty-four (24) hours of the knowledge of and/or occurrence of a Force Majeure event and neither Party shall be considered to be in default of the Purchase Order if and to the extent that its failure or delay in performance is actually caused by Force Majeure. "Force Majeure" means acts of God or nature, acts of civil or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party. Strikes or other labor troubles involving a Party or its Representatives shall not constitute Force Majeure. A Party shall use commercially reasonable efforts to mitigate the effect of such Force Majeure and relief granted to the Party experiencing Force Majeure shall be limited to an extension of the time of performance. If Supplier experiences a Force Majeure Event for more than ninety (90) days, Customer shall have the right to terminate the Purchase Order and is entitled to a refund of all monies paid to Supplier subject to costs approved in advance by Customer in writing.

19. Compliance with Laws. Supplier and its Representatives shall comply with all applicable laws and regulations, including but not limited to Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14 thereof (collectively the "FLSA"), as well as all other laws relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Goods and/or Services ("Applicable Laws"). In addition, Supplier shall obtain all required licenses, permits, authorizations, registrations or approvals required with respect to the provision of Goods and/or performance of Services hereunder.

20. General.

(A) Software Maintenance/Support. If Supplier provides software maintenance or support service, such service shall be the subject of an Exhibit.

(B) Audit. Customer, its Affiliate(s) or Representative(s) may conduct audit(s) of Supplier and its suppliers and subcontractors. Supplier and its Representatives shall maintain accurate and complete records ("Records") which are reasonably sufficient to determine Supplier's compliance with the Purchase Order. Such Records shall be kept in accordance with recognized commercial accounting practices and, except where a longer retention period may be provided in the Purchase Order, shall be retained by Supplier for a minimum of seven (7) years after the later of the (i)

last delivery of Goods/Services or (ii) expiration of the Purchase Order. Such audits shall be conducted with reasonable prior notice to Supplier. In connection with such audit(s), Supplier shall reasonably make available, during normal business hours, personnel familiar with the Records.

(C) Cybersecurity, Data Privacy and Artificial Intelligence Requirements. Supplier and its Representatives shall comply with the (i) Siemens Energy Cybersecurity Requirements ("Cybersecurity Requirements") set forth in Exhibit C and (ii) Siemens Energy Data Privacy Requirements for Personal Information ("Data Privacy Requirements") set forth in Exhibit D in the event Supplier handles Personal Information (as defined in Exhibit D) of Customer and/or its parent, subsidiaries, Affiliates, Customer's end user or Representatives in connection with the Purchase Order. In addition to the audit rights in Section 20(B), Customer, its Affiliate or Representative(s) may conduct audit(s) of Supplier, its Affiliates' and Representatives' compliance with the Siemens Energy Code of Conduct and/or the Siemens Energy Data Privacy Requirements on no less than forty-eight (48) hours prior notice to Supplier. This right shall apply to Supplier's facilities and Supplier's third-party data centers and vendors. Supplier's failure to comply with and/or remediate any such noncompliance with the Cybersecurity Requirements and/or Data Privacy Requirements shall be a material breach of the Purchase Order and, in addition to other remedies, Customer shall be permitted to immediately terminate the Purchase Order without penalty. The Supplier shall not use any data of the Customer, including any data derived from or generated using any data of the Customer, for its own purposes, including, without limitation, the training, fine-tuning, or evaluation of any Artificial Intelligence ("AI") component or other AI systems or AI models or similar technologies, unless the Customer has provided its prior written consent to such use. The foregoing restriction shall also apply in case the data is anonymized or pseudonymized.

(D) Insurance and Expenses. Supplier and its Representatives shall comply with the insurance requirements set forth in Exhibit E attached hereto. Neither Supplier nor its Representatives shall incur any expense unless it has been authorized in advance by Customer.

(E) Assignment; Successors. Supplier shall not assign all or part of the Purchase Order, or transfer any rights or obligations hereunder, without the prior written consent of Customer. Customer may assign (i) its rights and obligations hereunder, without recourse or consent of Supplier, to any party, including without limitation a Customer subsidiary, Affiliate or Affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of Customer's assets) and (ii) the Purchase Order, in whole or in part, to any party, including without limitation any Customer subsidiary, Affiliate, or Customer's customer/end user.

(F) Subcontracting. Supplier shall be solely responsible for the proper selection, supervision, acts and omissions of its Affiliates and Representatives.

(G) Other Terms and Amendments. The terms and conditions contained in any sales order, acknowledgment, invoice, website, letter, writing, software or file (such as "clickwrap", "shrink-wrap", or website terms of use), or other document or medium shall not be applicable or amend the Purchase Order nor bind the Parties hereto or their Affiliates or Representatives. The Purchase Order, including these Terms, may only be amended by a change order or amendment pursuant to Section 1B.

(H) Government Contracts. When the Goods/Services are to be used in the performance of a contract or subcontract with a governmental authority, applicable government contract requirements attached to the Purchase Order shall apply and are incorporated herein by reference.

(I) Set-Off. Customer shall have the right to set-off and deduct from Supplier's invoice(s) related to the Purchase Order any amount(s) owed by Supplier to Customer.

(J) Relationship of the Parties. Supplier, its Affiliates and Representatives are independent contractors of Customer and nothing herein shall be construed as creating any other relationship.

(K) Governing Law/Jurisdiction and Dispute Resolution. All matters arising out of or in connection with the Purchase Order, including the construction and interpretation thereof, shall be governed by the federal laws, rules, regulations and executive orders of the United States and the laws of the State of Florida without regard to conflicts of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any action or proceeding filed by Supplier against Customer under or in connection with the Purchase Order shall be filed exclusively in the state or federal courts in Orlando, Florida, which shall then have exclusive jurisdiction, and Supplier submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THE PURCHASE ORDER. Notwithstanding the preceding, Customer may seek and obtain injunctive relief as set forth in Section 10(F) hereof, or to protect its Confidential Information, trade secrets, patents, copyrights or other intellectual property in any court of competent jurisdiction anywhere situated.

(L) Publicity. Supplier shall in no event refer to or use, or permit any persons to refer to or use, Customer's name, trademarks, service marks or logos in any advertising, promotional materials, press releases or other publicity, or identify to any third-party that it is a supplier to or has any contractual or any other relationship with Customer without obtaining the prior written consent of Customer in each case.

(M) Non-Waiver. Failure of any Party to enforce its rights under the Purchase Order shall not constitute a waiver of such rights or of any other right under the Purchase Order or Applicable Law.

(N) Severability. If any provision of the Purchase Order is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the Parties' original intent.

(O) Survival. The Confidentiality, Indemnification, Warranty, Intellectual Property, Title and Risk of Loss, Termination, Export Control and Trade Regulations, General Provisions and any provision, which contemplates performance or observance subsequent to termination or expiration shall survive termination or expiration of the Purchase Order.

(P) Affirmative Action. Supplier shall comply with Customer's requirements as promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs set forth in Exhibit F.

(Q) Order of Precedence. In the event of a conflict, ambiguity or inconsistency, the following order of precedence of the documents relating to the Purchase Order shall apply: (a) if the Purchase Order is issued under a written purchase agreement which has been negotiated between the Parties to govern the Purchase Order (a "Master Agreement"), then the terms of the Master Agreement (including the order of precedence set forth in that Master Agreement); (b) if there is no Master Agreement, then (i) an amendment or change order issued by Customer in accordance with the Purchase Order, (ii) the Purchase Order form, (iii) the applicable Exhibits to the Purchase Order, and (iv) these Terms.

(R) Complete Agreement and Counterparts. The Purchase Order shall constitute the entire agreement between Customer and Supplier and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, with respect to the subject matter hereof. The headings used in the Purchase Order are for reference and shall not limit or affect the meaning or interpretation of any of the terms hereof. The Purchase Order may be executed in one or more counterparts, and when delivered and executed by both Supplier and Customer shall constitute a single binding agreement.

Exhibit A

SUBSTANCE DECLARATION

If Supplier furnishes Goods that are subject to restrictions, rules or regulations for Hazardous Materials or other substances comprising, part of or contained in such Goods, including but not limited to statutes, rules, regulations, codes, rules, standards and requirements of (1) EHS Laws, (2) governing, controlling or regulating Hazardous Materials, including but not limited to the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (hereinafter "RoHS"), Directives 2002/96/EC and 2012/19/EU as well as their respective incorporation into EU member states' legislation including any amendments thereto (hereinafter "WEEE"), (3) the Regulation EC 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals including any amendment thereto (hereinafter "REACH"), (4) EC Directive 2006/66/EC on Batteries and Accumulators and Waste Batteries and Accumulators and/or (5) TSCA, without limiting Supplier's obligations under the Purchase Order, Supplier shall comply with the requirements of this "Substance Declaration".

Supplier shall submit to Customer with each Good, the chemical substances contained therein or in the Service deliverable, and/or Material Safety Data Sheets, Safety Data Sheets or other such documentation as required by Applicable Laws (including without limitation the OSHA Hazardous Communication Standard 29 CFR 1910.1200 et seq.). If Supplier furnishes Goods that are subject to substance restrictions, rules or regulations including but not limited to those identified in this Exhibit, Supplier shall declare such substances on the Customer web database BOMcheck (www.BOMcheck.net) or, only if and approved in writing in advance by Customer, in another reasonable format provided to Customer no later than first delivery date of the Goods, and Supplier shall prior to Supplier 's first delivery of Goods complete and comply with the Declarable Substances-Form (hereinafter "Substance Declaration") in the Customer supplier portal "Ariba" or in hard copy forwarded to Customer. In addition, for Goods that are subject to substance restrictions, rules or regulations Supplier shall provide ordering entity with a safety data sheet required in Article 31 of the Regulation EC 1907/2006 (REACH) and Supplier shall keep this Substance Declaration up to date. Should a delivery hereunder contain "dangerous goods" as so classified pursuant to Applicable Laws, Supplier shall notify Customer in writing in sufficient detail to identify the Goods, the hazards, and the laws, rules or regulations applicable thereto no later than three (3) business days after receipt of the Purchase Order.

Exhibit B

Siemens Energy Code of Conduct for Siemens Energy Suppliers and Third-Party Intermediaries

This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Siemens Energy concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third-party intermediary declares herewith to:

Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

Human Rights and Labor Practices

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
  - Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.

- Prohibition of Child Labor
  - Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
  - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.

- Non-Discrimination and Respect for Employees
  - Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
  - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

- Working Hours, Wages & Benefits for Employees
  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
  - Adhere to all applicable working-hours regulations globally.
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.

- Health & Safety of Employees
  - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
  - Provide training to ensure employees are educated in health & safety issues.
  - Establish a reasonable occupational health & safety management system[1].

- Grievance Mechanism
  - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.

Environmental Protection

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.

- Establish a reasonable environmental management system[1].

Fair Operating Practices

- Anti-Corruption and Bribery
  - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.

- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
  - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
  - Respect the intellectual property rights of others.

- Conflicts of Interest
  - Avoid and/or disclose internally and to Siemens Energy all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.

- Anti-Money Laundering, Terrorism Financing
  - Not directly or indirectly facilitate money laundering or terrorism financing.

- Data Privacy and Cybersecurity
  - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
  - Commit to have an adequate Cybersecurity management framework established in its organization based on good industry practice, to ensure the confidentiality, authenticity, integrity, and availability of data, processes, products, systems and services.

- Export Control and Customs
  - Comply with the applicable export control and customs regulations.

Responsible Minerals Sourcing

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

Supply Chain

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

[1] https://www.siemens-energy.com/global/en/company/about/supply-chain-management/sustainability-in-the-supply-chain/code-of-conduct.html

Exhibit C

SIEMENS ENERGY CYBERSECURITY REQUIREMENTS

1. Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Goods and Services. These measures shall be consistent with good industry practice and shall include appropriate physical security, and information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 and guidelines such as NIST Framework for Improving Critical Infrastructure Cybersecurity, and NIST SP 800-53 Security and Privacy Controls for Information Systems and Organizations (to the extent applicable).
2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of the Purchase Order.
3. Should Goods or Services contain software, firmware, or chipsets, Supplier shall:
   (i) implement a secure architecture/product design consisting of applicable industry standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, compromising functionality (e.g., backdoors), and security incidents in Goods and Services, which shall be consistent with good industry practice such as ISO/IEC 27001 or IEC 62443;
   (ii) continue to support and provide Services to repair, update, upgrade and maintain Goods and Services including the provision of software patches to Customer remedying vulnerabilities for the reasonable lifetime of the Goods and Services;
   (iii) maintain and, upon Customer's request, provide Customer with a "Software Bill of Materials" ("SBOM") and "Hardware Bill of Materials" ("HBOM") identifying all software components contained in the Goods and Services;
   (iv) on the date of delivery, ensure that all software shall be up-to-date or capable of being fully updated to ensure functionality and cybersecurity of such software;
   (v) comply with internationally accepted secure software development practices and methods, at a minimum, by adhering to current state-of-the-art secure coding standards and guidelines (e.g., IEC 62443-4-1, SAFECode's Fundamental Practices for Secure Software Development, NIST's Secure Software Development Framework (SSDF), OWASP standards, or, if applicable, other similar standards) and provide documentary evidence reasonably acceptable to Customer of such conformance upon Customer's request;
   (vi) establish and maintain a program, within Supplier's existing project management and/or version control/configuration mechanisms, to address existing cybersecurity vulnerabilities within the Goods and Services;
   (vii) ensure timely and reasonable delivery of cybersecurity vulnerability mitigation measures, and remediations to such cybersecurity vulnerabilities to Customer through existing or created distribution channels. Supplier shall provide or direct Customer to an available source of summary documentation of confirmed and publicly disclosed vulnerabilities in the procured Goods and Services;
   (viii) notify Customer in writing within a commercially reasonable timeframe prior to any software reaching end-of-life to ensure the functionality and cybersecurity of the applicable Goods and Services affected by the end-of-life software;
   (ix) grant to Customer the right, but Customer shall not be obliged, to test or have tested Goods and Services for malicious code and vulnerabilities at any time, and Supplier shall adequately support Customer when such testing is performed;
   (x) provide Customer a contact for all cybersecurity related issues (available during business hours); and
   (xi) ensure effective protection of any custom developed asset/assembled solution of industrial control systems and their components within Goods or Services that are delivered to Customer, aligning with industry standards, such as IEC 62443.
4. Supplier shall promptly and proactively notify Customer in writing of all relevant security incidents that are known or are reasonably suspected in any Supplier Operations or in the Goods and Services that could impact the confidentiality, integrity, safety, or the availability of (a) Customer's operations , (b) its information, (c) its personnel or end users, or (d) the operations of the facilities upon which such Goods and Services are incorporated. Such notification shall be made to Customer at: **cybertprm@siemens-energy.com** and **cert@siemens-energy.com** within twenty-four (24) hours of confirmation of any such

security incident, and include a summary of the facts and circumstances known to date of the security incident including (at a minimum) a description of why the security incident occurred, the amount of Customer information known or reasonably believed to have been impacted, and the measures being taken (including a timeline of implementation) to address and remedy the occurrence to prevent the same or a similar incident from occurring in the future.

5. To the extent the Goods and Services are or intend to be incorporated into Customer's commercial offerings, and a security incident is or is likely to materially affect such commercial offerings, the Supplier shall publish cybersecurity advisories on their public website and promptly notify Customer's ProductCERT (see **https://siemens.com/global/en/products/services/cert.html**), and **cert@siemens-energy.com**.
6. Supplier shall take appropriate measures to achieve that its Representatives shall, within a reasonable time, be bound by obligations similar to the provisions of this Exhibit C.
7. Supplier shall ensure that any direct remote access to any Customer factory and facility or any Customer end user's factory or facility is protected with multi-factor authentication (MFA), and encryption (e.g. VPN)
8. Upon Customer's request, Supplier shall provide written evidence of its compliance with this Exhibit C including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II) and/or evidence of compliance with ISO 27001 (to include statement of applicability) or IEC 62443 conformance. Similar certifications such as TISAX will be considered on a case-by-case basis.
9. In addition to Supplier's obligations to return Customer's Confidential Information as set forth elsewhere in the Purchase Order, Supplier shall also, upon Customer's request, return or dispose of Customer's Confidential Information and any Customer product components or prototypes provided by Customer in the course of the Work according to NIST 800-88 and/or best industry practice. Supplier shall also supply documentary evidence reasonably acceptable to Customer that it has returned or disposed of such information, components, and/or data.

Exhibit D

SIEMENS ENERGY DATA PRIVACY REQUIREMENTS FOR PERSONAL INFORMATION

1. **Purpose**. These Data Privacy Requirements ("**Requirements**") reflect the Parties' rights and obligations with respect to Personal Information Processed as part of the Goods and Services. The obligations set forth in these Requirements are an integral part of the Agreement, and any violation of these obligations by Supplier shall constitute a material breach of the Agreement, entitling Customer to the remedies, including but not limited to termination, as set forth in the Agreement.

2. **Conflicting Provisions**. In the event of any conflict or inconsistency between the terms of these Requirements and any other agreement between Supplier and Customer (including any inconsistencies in defined or capitalized terms), the most stringent provision shall control. The "most stringent provision" shall mean the provision that provides the greatest privacy and security protection for Personal Information and best permits compliance with applicable Data Privacy Laws.

3. **Definitions**. Terms used in these Requirements have the following meaning. All capitalized terms not defined in these Data Privacy Requirements will have the meaning given to them in the Agreement.

   (a) "**Agreement**", for the purposes of these Requirements, means the Purchase Order, and, if applicable, the written purchase agreement which has been negotiated between the Parties to govern the Purchase Order.

   (b) "**Data Breach**" means any actual or reasonably suspected access, loss, acquisition, use, modification, or disclosure of Personal Information that is either unlawful under applicable Data Privacy Laws, or is not authorized by Customer, these Requirements, or the Agreement, or would require notification of such event to any third-party pursuant to Applicable Law.

   (c) "**Data Privacy Laws**" means all applicable laws, regulations, and guidance relating to the processing, use, or protection of Personal Information, as applicable to either Party or the Goods and Services, including international, federal, state, industry-specific, or data-specific laws and regulations, including, but not limited to: the California Consumer Privacy Act of 2018 (CCPA); the California Privacy Rights Act of 2020 (CPRA); and the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act); Section 5 of the Federal Trade Commission Act; Regulation (EU) 2016/679 (GDPR), including its implementation in the United Kingdom (UK GDPR), or any other Applicable Laws, regulations, or guidelines governing the privacy or security of Personal Information, including any such laws, regulations, or guidelines that are promulgated, enacted, or implemented after the effective date of the Purchase Order.

   (d) "**Data Subject**" means the identified or identifiable natural person whose Personal Information is Processed.

   (e) "**Encryption**" means the protection of data in electronic or optical form, in storage or during transmission, by using an algorithmic process to transform data into a form in which the data is rendered unreadable or unusable without use of a confidential process or key, such as by using (1) an encryption technology that has been adopted by an established standards setting body (e.g., Federal Information Processing Standards ("**FIPS**") issued by the National Institute of Standards and Technology ("**NIST**")), which renders such data indecipherable in the absence of associated cryptographic keys necessary to enable decryptions of such data; and (2) appropriate management and safeguards of cryptographic keys to protect the integrity of the encryption using guidelines promulgated by an established standards setting body (e.g., NIST).

   (f) "**Personal Information**" means any information received or collected from, through, at the direction of, or on behalf of Customer, its employees, or its customers, which is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked (directly or indirectly) with, or can be used to identify a natural person (each, a Data Subject).

(g) "**Personnel**" means the employees, workforce members, or other individuals who are in a contractual relationship with the Supplier, including employees, workforce members, or other individuals who are in a contractual relationship with a Subcontractor.

(h) "**Processing**" (including "**Process**" and **"Processes"** and **"Processed"**) means receiving, storing, maintaining, retaining, handling, collecting, transferring, transmitting, disclosing, destroying, altering, using, or accessing (include accessing via any Customer network or system) Personal Information, whether or not by automatic means, in any form including but not limited to electrical, digital, wireless, electromagnetic technology, or written form.

(i) "**Subcontractor**" means any third party appointed by the Supplier to assist in fulfilling its obligations in providing Goods and Services to Customer.

4. **Compliance with Laws**. Supplier warrants that any Processing activities performed on behalf of Customer will be conducted in accordance with all Applicable Laws and Data Privacy Laws. Supplier shall notify Customer in writing without undue delay if it is no longer able to meet its obligations under Applicable Laws and/or Data Privacy Laws. Supplier shall assist Customer as reasonably requested in order for Customer to comply with all Applicable Laws and Data Privacy Laws.

5. **Ownership of Personal Information**. All Personal Information Processed by Supplier in performing the Services and providing the Goods is owned by Customer.

6. **Supplier-Provided Personal Information**.

(a) To the extent Personal Information transferred or otherwise made available to Customer by Supplier or by any third-party on Supplier's behalf in connection with the provision of Goods and performance of the Services, including without limitation any Personal Information of applicants, candidates, Supplier's customers and any of its Representatives, Supplier warrants, covenants and agrees that (1) the Personal Information has been legally obtained; and (2) Supplier has the authority and/or has obtained all necessary consents from the Data Subjects required under all Applicable Laws and Data Privacy Laws to enable the Personal Information to be transferred, disclosed, and otherwise used by or on behalf of Customer, and Processed, copied, analyzed, combined, stored, deleted, destroyed, transferred or otherwise used by or on behalf of Customer, provided such use by or on behalf of Customer is for the purposes of any future business or dealing with Supplier, including developing and/or maintaining relationships with current or prospective customers and suppliers.

(b) Supplier shall not, and shall cause its Affiliates and Representatives to not, transfer any Personal Information through an electronic, non-voice transmission to a person outside of the secure system of Supplier unless Supplier uses Encryption to ensure the security of such electronic submission.

7. **Duration of Processing**. Processing obligations under these Requirements will begin on the effective date of the Purchase Order and end pursuant to the terms of Section 19 of these Requirements.

8. **Types of Data Processed**. Supplier shall Process the categories of Personal Information provided by Customer as set forth in the Agreement and any Statement of Work or Purchase Order incorporated thereto.

9. **Instructions for Processing**.

(a) Customer hereby instructs Supplier, and Supplier hereby agrees, to Process Personal Information only as necessary to perform Supplier's obligations under this Agreement and for no other purpose.

(b) Notwithstanding the foregoing, Supplier may use the Personal Information to detect data security incidents or Data Breaches, or protect against fraudulent or illegal activity, and for internal use to build or improve the quality of its Goods and Services, provided that the use does not include building or modifying household or consumer profiles to use in providing goods or services to another business or correcting or augmenting data acquired from another source.

(c) To the extent Supplier is to provide temporary workers or contractors who reside in the state of California as part of its Goods and/or Services to Customer, then Supplier shall provide each of the temporary workers or contractors who are assigned with a copy of Customer's privacy notice addressing the State of California that can be accessed upon request or via the following link: Legal Privacy Notice

10. **Limitations on Use**.

(a) Supplier will not retain, use, or disclose the Personal Information outside the direct business relationship between the Supplier and Customer.

(b) Supplier will not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate for remuneration the Personal Information.

(c) Supplier will not retain, use, or disclose the Personal Information for any purpose other than the specified business purpose(s) as described in the Agreement and any Statement of Work or Purchase Order incorporated thereto.

(d) Unless expressly permitted by the CCPA, Supplier will not combine or update Personal Information obtained under the Agreement with information obtained from another source, including from its own consumer interactions.

11. **Data Subject's Rights**. Supplier shall promptly notify Customer of any requests from a Data Subject to exercise their rights under applicable Data Privacy Laws and shall assist Customer, as necessary, in responding to such request.

12. **Data Protection Impact Assessments**. Supplier shall assist Customer in performing data protection impact assessments ("**DPIA**"), to the extent such DPIAs are required under applicable Data Privacy Laws. At Customer's request, Supplier shall promptly provide all necessary information needed for Customer to meet any DPIA obligations under applicable Data Privacy Laws, including but not limited to information about data transmittal, data storage, methods of processing, encryption, and data destruction.

13. **Confidentiality**. The Parties agree to maintain the confidentiality of Personal Information and not to disclose such data except as expressly permitted under these Requirements or the Agreement. Supplier shall ensure that all Personnel authorized to Process Personal Information are bound by written confidentiality obligations that are no less restrictive than those set forth in the Agreement and these Requirements.

14. **Data Security**.

(a) Supplier shall maintain and implement a written data security program that contains administrative, technical, and physical safeguards to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, or destruction ("**Security Measures**"), including those necessary for Supplier to perform its obligations under these Requirements and the Agreement and to comply with applicable Data Privacy Laws. Such Security Measures shall conform with industry-recognized standards, such as the NIST Cybersecurity Framework, ISO/IEC 27001, or any other comparable standard that provides an equivalent or greater level of protection.

(b) Upon Customer's request, Supplier shall provide copies of and/or information concerning Supplier's Security Measures, including results of regular penetration testing, copies of Supplier's most recent SSAE-16 SOC2 Type II audit report or other reasonable documentation for examination of Supplier's internal controls and procedure regarding the Security Measures.

(c) Customer shall, at its own expense and subject to adequate notice to Supplier, have the right to conduct any inspections and/or audits of the Security Measures and Supplier agrees to cooperate with such inspections or audits, provided that such inspections or audits are limited to once per 12-month period unless conducted in connection with a Data Breach.

(d) Supplier shall not transfer any data storage device containing Personal Information beyond the physical controls of Supplier, its Affiliates, or their respective Representatives, unless Customer provides written consent and Supplier uses Encryption to ensure the security of the Personal Information, and in any event, Supplier shall notify Customer in writing at least thirty (30) days prior to any such transfer.

15. **International Data Transfers**. To the extent that Supplier Processes Personal Information that has been received by Customer, or otherwise from a data controller located in the European Economic Area, Supplier shall ensure an adequate level of data protection or appropriate safeguards as required by under GDPR or UK GDPR, including Articles 44 through 46 (or any replacement regulation), such as by entering into the appropriate module of EU Model Clauses with Customer and/or such data controller.

16. **Data Breach**.

(a) In the event of a Data Breach, Supplier shall immediately notify Customer both via its normal point of contact at Customer, as well as via email to dataprotection@siemens-energy.com. For purposes of this Section 16, "discovery" means the point at which Supplier, its employees, agents, or subcontractors know, or reasonably should have known, of the Data Breach.

(b) When providing such notice, Supplier shall include, to the extent available, a detailed description of the incident, the categories of data affected, the approximate number of affected Data Subjects, and any other information necessary for Customer to assess the nature and scope of the Data Breach. Supplier shall provide ongoing updates to Customer without undue delay as further information becomes available regarding the Data Breach.

(c) Supplier shall mitigate, to the extent practicable and at its cost, any harmful effects from any Data Breach including steps to protect the operating environment. Supplier also shall take prompt steps designed to prevent the recurrence of any Data Breach, including any action required by Applicable Laws and Data Privacy Laws.

(d) Supplier shall assist Customer in investigating, remedying, and taking any other action Customer deems necessary regarding such Data Breach, as well as any dispute, inquiry or claim that concerns the Data Breach.

(e) Supplier shall, at its sole cost and expense, investigate and remediate the Data Breach, and assist and cooperate with Customer concerning any legally required notifications or disclosures to affected Data Subjects, credit reporting agencies, and/or government authorities. For the avoidance of doubt, Customer shall have sole authority and control over the timing, content, and method of any such notifications or disclosures, unless otherwise required by Applicable Law. To the extent Customer directs Supplier to provide such notifications regarding a Data Breach, any such notices must be approved, in advance, by Customer. Customer's approval shall also be required for the manner of delivering notice of a Data Breach.

17. **Indemnification**. See the Agreement, Article 9 "Indemnification".

18. **Subcontractors**. Supplier shall ensure that its Affiliates, Representatives, and any permitted subcontractors who handle Personal Information are bound in writing to obligations no less stringent than those set forth in these Requirements.

19. **Return and Destruction of Personal Information**. Supplier shall return or destroy, at Customer's election, or cause or arrange for the return or destruction, of all Personal Information, including all originals and copies in any medium and any materials derived from or incorporating such Personal Information, upon the earlier of (1) the expiration or earlier termination of these Requirements; or (2) the date that the Personal Information is no longer reasonably necessary for the Supplier to perform its Services and to provide Goods under the Agreement, Statement of Work, or Purchase Order. Supplier shall promptly comply with any request from Customer to delete specified Personal Information.

Exhibit E

INSURANCE

(A) Supplier shall, at its sole expense, maintain the types of insurance coverage(s) listed below. The required coverage limits for each type of insurance listed below shall be the greater of: (i) the coverage limits listed below; or (ii) if the Purchase Order requires Supplier to maintain higher limits, then the coverage limits specified in the Purchase Order. Evidence of insurance required by the Purchase Order is to be furnished before any Goods/Services is commenced.

Supplier and its Representatives shall maintain such insurance in full force and effect during the term of the Purchase Order, and, in addition, for as long as Supplier is under any warranty obligations arising out of the Purchase Order. All insurers on required insurance coverage(s) shall have an A.M. Best Rating of A- /VIII or better. Customer and its Affiliates, and its or their Representatives, Customer's customer or end user and/or any other party designated on the Purchase Order as applicable shall be included as additional insureds with respect to the Commercial General Liability and Automobile Liability policies/coverage(s), to the extent that bodily injury, death and/or third party property damage is caused by the negligent acts or omissions of Supplier or its Representatives.

All insurance certificates shall be in a form satisfactory to Customer and shall stipulate that the insurance will not be canceled without at least thirty (30) days prior written notice beginning upon the day of receipt of registered mail concerning same by Customer. Supplier shall deliver the certificates of insurance, naming Customer and, if requested, Customer's customer or end user, as the Certificate Holder.

All of Supplier's policies of insurance shall be primary insurance and noncontributing with any other insurance maintained by Customer, Customer's customer or end user and/or other parties. All of Supplier's policies of insurance, except for Worker's Compensation and Employer's Liability, shall contain a cross-liability or severability of interest clause. The limits of insurance set forth below may be satisfied by any combination of excess and primary insurance coverage. To the extent allowed by Applicable Laws, Supplier shall require all its insurers to waive all rights of subrogation against Customer, Customer's customer or end user, and their respective Affiliates, and Representatives, and any other party designated as an additional insured.

(B) Supplier shall maintain the following insurance coverage(s):

(i) **Worker's Compensation Insurance** in accordance with the statutory requirements of the location in which the Purchase Order is performed. If there is an exposure to injury to Supplier's employee under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage required by Applicable Laws shall be provided for same. Supplier shall maintain Worker's Compensation coverage for personnel involved in the supply of Goods or Services under the Purchase Order even if Supplier is statutorily exempt from the applicable jurisdiction's worker's compensation mandate.

(ii) **Employer's Liability Insurance** with the following limits of liability:

- $1,000,000 for each occurrence;
- $1,000,000 policy aggregate for occupational disease;
- $1,000,000 each employee for occupational disease.

(iii) **Commercial General Liability Insurance**, in occurrence coverage form, with minimum limits of $5,000,000 per occurrence, including the following coverages:

- Products and Completed Operations;
- Contractual Liability insuring the indemnity obligations assumed by Supplier under the Purchase Order;
- Premises/Operations;
- Underground, Undermining, Explosion and Collapse (XCU) Hazard;
- Broad Form Property Damage (including Completed Operations).

(iv) **Automobile Liability Insurance**, including coverage for owned, hired, and non-owned automobiles and trucks used by or on behalf of the Supplier providing insurance for bodily injury, liability and property damage liability with minimum limits for each type of coverage of $5,000,000 per accident.

(C) The following coverages are specifically required only if the Purchase Order involves:

(i) exposure to or handling of Hazardous Materials, then Environmental Impairment Liability Insurance (including Asbestos) with limits of $5,000,000 per occurrence;

(ii) watercraft owned, operated or chartered by Supplier or its Representatives, liability arising out of such watercraft shall be insured by General Liability (with the watercraft exclusion deleted), Marine General Liability, or Protection and Indemnity Insurance with a combined single limit of no less than $5,000,000 per each occurrence;

(iii) aircraft (fixed wing or helicopter) owned, operated or chartered by Supplier or its Representatives, liability arising out of such aircraft shall be insured for not less than $10,000,000 combined single limit each occurrence;

(iv) access, storage, transmission or processing of Customer's, its customer's or end user's, its or their Representatives' confidential information, Supplier shall procure Cyber Liability or Technology Errors and Omissions Insurance providing coverage, for acts, errors, omissions, and negligence of Supplier's employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least $5,000,000 each occurrence;

(v) engineering, design and/or development services, Supplier shall procure Professional Liability (Errors and Omissions) Insurance providing coverage for the negligent acts, errors, or omissions of Supplier or its employees during the performance of professional services in an amount not less than $5,000,000 per claim or occurrence;

(vi) Customer's property, Customer Furnished Property or Customer's customer's or end user's property under the care, custody and control of Supplier or Supplier's Representatives (including during rigging, storage or transport), Supplier shall obtain insurance covering loss or damage to such property / Customer Furnished Property on a 100 percent (100%) replacement cost basis, which insurance shall provide coverage to Customer and Customer's customer or end user (as appropriate), each as their respective interests may appear;

(vii) Supplier, its Affiliates and/or its and their respective Representatives being granted access to Customer or Customer's Affiliate's facilities, premises and/or computer systems, Supplier shall procure Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by its personnel, acting alone or with others, in an amount not less than $1,000,000 per occurrence including a third-party endorsement extending coverage to losses suffered by Customer as a result of the fraudulent or dishonest acts of Supplier's personnel.

(D) No delay or failure in declaring any default or in enforcing any of the requirements of this Exhibit E, and no course of dealing between Customer and Supplier shall constitute a waiver of any of the requirements of this Exhibit E.

Exhibit F

AFFIRMATIVE ACTION

As a federal contractor/subcontractor, the Customer is required to comply with certain federal regulations, including the regulations promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP"). As a federal contractor, the Customer is also required to ensure compliance of the OFCCP by its subcontractors, vendors and suppliers covered under the OFCCP (each, a "Covered Party"). Supplier is hereby notified of Customer's policy related to affirmative action and our mutual OFCCP obligations to the extent Supplier, its subcontractors, vendors or suppliers is a Covered Party.

The Customer is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, pregnancy, genetic information, sexual orientation, gender identity, protected veteran or military status, or any other consideration not related to the person's ability to do the job or otherwise made unlawful by federal, state or local law in the following employment practices, including among others: recruiting, hiring, placement, transfer, promotion, demotion, selection for training, layoff, termination, shift assignment, determination of service, rates of pay, benefit plans, and all forms of compensation and other personnel actions.

As a federal contractor/subcontractor, the Customer's Covered Parties (including Supplier and its Covered Parties, if applicable) also have an obligation to comply with equal opportunity and affirmative action principles as to veterans and individuals with disabilities. Therefore, the Customer's Covered Parties (including Supplier and its Covered Parties, if applicable) will take appropriate action in support of these principles. Through our mutual effort and cooperation, we will continue to provide a working environment that promotes equal employment opportunity and is free from any type of discrimination.

Supplier and its Covered Parties, if applicable, shall abide by the requirements of 29 CFR part 471, appendix A to subpart A of Executive Order 13496.

The following shall also apply if the Supplier is a Covered Party:

For contracts of $100,000 or more, Supplier shall comply with the following: The Supplier, contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

For contracts of $10,000 or more, Supplier shall comply with the following: The Supplier, contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.