

Terms on Export Control and Electronically Order Processing

Dated March 13, 2024

1 Export Control Compliance

- 1.1 **General.** Customer shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "**Export Regulations**").
- 1.2 **Checks for Goods and Services.** Prior to any transaction by customer concerning goods (including hardware, documentation and technology) delivered by Siemens, or services (including maintenance and technical support) performed by Siemens with a third party, customer shall check and certify by appropriate measures that
- (i) the customer's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods and services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);
 - (ii) the goods and services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military);
 - (iii) customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and
 - (iv) goods and services within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russian Federation or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such goods and services to Russian Federation or Belarus.
- 1.3 **Non-Acceptable Use of Software and Cloud Services.** Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the software or cloud services from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the software or cloud services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the software or cloud services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the cloud services platform any customer content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Customer shall provide all users with all information necessary to ensure compliance with the Export Regulations.
- 1.4 **Semiconductor Development.** Customer will not, without advance written authorization from Siemens, use goods,

services, software and/or cloud services for the development or production of integrated circuits at any advanced semiconductor fabrication facility located in the People's Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

- 1.5 **Information.** Upon request by Siemens, customer shall promptly provide Siemens with all information pertaining to users, the intended use and the location of use, or the final destination (in the case of hardware, documentation and technology) of the goods, services, software and/or cloud services. Customer will notify Siemens prior to customer disclosing any information to Siemens that is defense-related or requires controlled or special data handling pursuant to applicable government regulations, and will use the disclosure tools and methods specified by Siemens.
- 1.6 **Reservation.** Siemens 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. Customer acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by customer and/or users to software and/or cloud services.

2 No Re-Export to Russia and Belarus

Instead of paragraph 1.2(iv) this Section 2 shall apply to Customers with its registered seat in a country outside the European Union with the exception of partner countries listed in Annex VIII to the Regulation (EU) No 833/2014 (<https://eur-lex.europa.eu/legal-content/DE/ALL/?uri=CELEX%3A32014R0833>)

- 2.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied by Siemens under or in connection with this agreement (including, but not limited to, hardware, software, technology and corresponding documentation) ("**Goods**")
- 2.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 2.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 2.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 2.1.
- 2.4 Any violation of paragraphs 2.1, 2.2 or 2.3 shall constitute a material breach of an essential element of this agreement, and Siemens shall be entitled to seek appropriate remedies, including, but not limited to:
- (i) request a plan to remedy the violation,
 - (ii) claim penalties in the amount of the price of the re-exported Goods or 5% of the contractual value whichever is higher,
 - (iii) suspend any of its business relationships with the Customer until the breach of paragraph 2.1 is remedied, and/or.
 - (iv) terminate this agreement.

2.5 The Customer shall immediately inform Siemens about any problems in applying paragraphs 2.1, 2.2 or 2.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 2.1. The Customer shall make available to Siemens information concerning compliance with the obligations under paragraph 2.1, 2.2 and 2.3 within two weeks of the simple request of such information.

3 **Meaning of Free Choice Text**

If customer has within the scope of the electronic order process, the ability to insert a "free choice text" (F), statements of customer inserted into this text (F) are solely for the purpose of internal purchase order processing of customer. Statements of customer inserted into this text (F) are not reviewed or taken into consideration by Siemens, are transferred as is without changes and are reproduced on the purchase order documents solely for the purpose of internal purchase order processing of customer. Therefore, the information provided does not affect the contractual relationship and is not legally binding.