

**The terms and conditions of this Addendum for Genea SaaS Services are applicable only to the Genea SaaS Services identified in the Proposal and supplement and modify the Siemens Standard Terms and Conditions with the following additional terms and conditions:**

Terms and Conditions for Customers of Siemens (“Siemens’ Customer Terms”)

Siemens Industry, Inc. (“Siemens”) and Genea Energy Partners, Inc. (“Genea”) have entered into an agreement (“Arrangement”) that allows Siemens to sell to its customers a subscription with Genea to the Services (defined below) provided by Genea pursuant to the Genea Terms of Service (defined below) that are hereby incorporated by reference into these Siemens’ Customer Terms. Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Terms of Service.

Under the Arrangement, Siemens will enter into an Order (defined below) (which incorporates by reference these Siemens’ Customer Terms and the Terms of Service below) with each customer (“Client” in the Terms of Service below) that wishes to have access to the Services in exchange for payment to Siemens in advance of a nonrefundable annual subscription site fee (“Payment”), which site fee includes up to fifty (50) users (with additional users added, if needed, during the Term, prorated for the remainder of the Term, all as further described in the Order). Siemens shall invoice Client, in advance, for each annual subscription Payment, and during the Term, if need be, for additional users in excess of the number noted above. Client and each user accessing the Services through Client’s subscription agrees that these Siemens’ Customer Terms shall be part of the Terms of Service applicable to their access to the Services.

Upon Siemens’ receipt of a signed Order and Client’s Payment, Client instructs Siemens to share contact information for the administrator of the Client with Genea. Then, Genea shall set up the account for Client and email to such administrator (with a copy to Siemens) the account link for the Client. The administrator will manage the Client’s account with Genea, including having the ability to add users (including Siemens) to the Client account. When the account link is sent to the administrator by Genea, the Client’s subscription term to the Services (the Initial Term and Renewal Term (defined below) shall collectively be referred to in these Siemens’ Customer Terms as “Term”) for which Client has paid Siemens shall begin. Each Client administrator will be permitted to set up accounts within their subscription for users that they authorize, on behalf of Client, to access the Services through their accounts. Before any such user shall be permitted by to access the Services on Genea’s website, such user shall be required to sign in on the webpage provided by Genea for Siemens’ customers, and agree on such webpage to these Siemens’ Customer Terms and Genea’s Terms of Service. As each user accesses the Services only under its respective Client’s subscription,

each such user agrees its right to such access shall be derived from, limited by and subject to all restrictions applicable to such subscription.

Unless the Client gives Siemens and Genea written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current Client Term (“Nonrenewal Notice”) (in which case the Client Term shall end at the end of the subscription year for which Siemens has received Client’s Payment), the Client Term shall renew automatically each year with Siemens until the end of Siemens’ Arrangement with Genea (the “Arrangement Term”); provided that if the end of a Client’s then current subscription Term continues beyond the Arrangement Term, the Client Term shall continue until its end, at which time, Client’s subscription to the Services as a Siemens’ customer under these Siemens’ Customer Terms shall terminate. If the Client provides a timely Nonrenewal Notice to Siemens and Genea, or fails to make a Payment when and as provided in the Order or otherwise materially breaches the terms of such Order or these Siemens’ Customer Terms, Client’s Order and its subscription to the Services as a Siemens Customer under these Siemens’ Customer Terms shall terminate at the end of the last Client Term for which Siemens received Client’s Payment, or such earlier termination date allowed therefor under the Agreement (each a “Termination”).

Upon receipt of Payment or any such Termination, Client agrees that Siemens shall be permitted to notify Genea of the same, on behalf of Client and all users it authorizes to access the Services under its subscription, and Genea shall begin (as provided above) or terminate, as applicable, such Client’s Client Term.

Each Client (and each of its users) agree, notwithstanding anything to the contrary in the Terms of Service (including, without limitation, the Privacy Policy) that:

- (1) Genea shall provide Siemens with monthly reports regarding the Client and each user’s interaction with the Services showing users authorized by the Client, and if Client exceeds 50 users, when such excess occurred and how many additional users were added, from the Client Term start date
- (2) Siemens shall be allowed access to the Client’s account, to obtain information, including Client and user analytics, and tracking and reporting the following:
  - Logins
  - Page the user went to
  - Any actions the user performed
- (3) Siemens shall be permitted to use this data it receives from the reports provided under (1) and the navigation rights under (2) for any purpose, and shall use authorized data provided by Genea to invoice any Client for any users (pro rated for the portion of the then current Term remaining) in excess of the number of users allowed above for by the Client;
- (4) Siemens shall be set up by Client to have access to the Client’s account on Genea’s site, enabling Siemens to navigate and access for any purpose all information (including Client’s users’ information) on Client’s account on Genea’s

site;

- (5) Each Client shall be set up by Genea on its Services site as an administrator of such Client's account on Genea's site, including the accounts of all such Client's users, with the same rights for such accounts as Siemens has under (2) and (3) on Genea's site;
- (6) Once Genea sets up the Client's administrator account, each user shall thereafter be set up by the Client's account administrator on Genea's Services site for operator access to such user's account on Genea's site;
- (7) Siemens shall be a third party beneficiary of the Terms of Service and that the rights of Genea and the limitations, protections and obligations of such Client and/or user to or in favor of Genea that are set forth in the Agreement (as defined below), shall apply equally from the Client and/or such user in favor of Siemens as they apply in favor of Genea, to the same extent as though they were expressly set forth herein (mutatis mutandis, with Genea being replaced by Siemens in each such provision).

THESE SIEMENS' CUSTOMER TERMS SHALL CONTROL AND TAKE PRECEDENCE IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT WITH THE TERMS OF SERVICE (INCLUDING, WITHOUT LIMITATION, THE PRIVACY POLICY CONTAINED THEREIN.

## **Genea Terms of Service**

You ("Client" or "you") have entered into an Order (defined below) with Siemens Industry, Inc. ("Siemens" or "Reseller"), an authorized reseller of Genea Energy Partners, Inc. ("Genea") to subscribe for access to the services (as defined below, "Services") provided by Genea as described below. By accessing these Services of Genea, the Siemens' Customer Terms set forth above, as well as these Terms of Service between Client and Genea (each a "party" and collectively, "parties") shall apply to and govern the Services provided by Genea hereunder. MAKE SURE YOU READ THESE TERMS OF SERVICE (INCLUDING ANYTHING THEY REFERENCE) AND THE ORDER. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO USE THE GENEА SERVICES.

### **1. CERTAIN DEFINITIONS; PAYMENT**

- 1.1. The Genea SaaS software and all related services described in the applicable Order are collectively referred to as the "Services." "Order" means the ordering documents for purchases by Client mutually executed by Client and Reseller from time to time. The Order provides the specific terms and conditions regarding Client's subscription for the Services, such as user limitations, pricing methodologies and the length of the term of the initial subscription to the Services, and other business terms. These Terms of Service, together with each Order, the Siemens' Customer Terms set forth above, and the Genea Privacy Policy found at <https://www.getgenea.com/privacy-policy/> (which apply to the Genea Services hereunder) are collectively referred to as the "Agreement."

- 1.2. The payments due for the Services shall be paid to Siemens as set forth in the Order. In the event Client fails to pay Siemens therefor, Siemens shall be entitled to notify Genea to terminate Client's access to or receipt of the Genea Services hereunder. Further, Genea may cease providing the Services in the event payment is not timely received from Siemens.

## **2. TERM**

- 2.1. The term of the Client's initial subscription term to the Services from Genea is set forth in the applicable Order ("Initial Term"). Unless otherwise set forth in the applicable Order, the term of the Agreement shall continue thereafter for successive one year periods (each successive period being a "Renewal Term") unless 30 days' prior to the last day of the Initial Term or any Renewal Term, the Client has provided Genea and Siemens (or Genea has provided Siemens and the Client) written notice of intent not to renew.
- 2.2. Genea may terminate this Agreement and Siemens may terminate any outstanding Order if Client is in material breach of the Agreement or Order and does not cure that breach within 30 days from receipt of notice from Genea or Siemens. This Agreement is not terminable for convenience.

## **3. EXCLUSIONS AND ALLOWED USE**

- 3.1. Genea shall not be in breach of this Agreement for any delay or failure to perform if delay or failure is due to causes beyond Genea's reasonable control including, but not limited to, action or inaction by a third party, the telephone company, internet service provider, governmental actions, fires, floods, pandemics, or acts of God.
- 3.2. Client and each user of Client's subscription acknowledges that such individual user is over eighteen years of age, and that the Services' intended purpose is the purposes for which it is designed as used for the Client's internal business purposes, and not as a service bureau or reseller. Subject to the Terms of Service and Client's and user's continued compliance therewith, Genea grants Client and such users a limited, non-sublicensable, non-exclusive, non-transferable license during the Term, to access and use the Services for the purposes described above and not for any other purpose, such as distribution to others. This license is solely and exclusively for Client's and its user's benefit. Their respective access to and use of the Services shall be limited to read-only access. Genea, Client and its users also give Siemens the rights set forth in the Siemens' Customer Terms. Except as expressly permitted, all other uses of the Services are prohibited.

## **4. CLIENT AND USER OBLIGATIONS**

- 4.1 By submitting any comment, suggestion, or response to questionnaires to Genea or Siemens ("Ideas"), Client and each user grants Genea and Siemens a perpetual, non-exclusive, fully-paid, royalty-free, irrevocable, sub-licensable, transferrable, worldwide license and right to display, use, perform, reproduce, modify, distribute, and create derivative works of such Ideas in any media of any

kind now existing or developed in the future. Client and each user represents and warrants that use of Ideas by Genea and/or Siemens will not infringe on or violate the rights of any third party.

- 4.2 Client and each user's login credentials/account for the Services may be used only by such Client and each user and only while the license is in effect. Except as set forth in the Siemens' Customer Terms, under no circumstances will Client and/or each user share Client and each user's login credentials/account with any other person or entity. Client and each user is responsible for all use of the Services that occurs under Client and each user's account, and Client and each user agrees to notify Genea and Siemens of any unauthorized access of which Client and each user becomes aware. Genea reserve the right to take such action in our discretion to help ensure the security of the Services, including, without limitation, terminating an account. Client and each user is solely responsible for the accuracy of the data input or provided to Genea and/or Siemens. Genea and Siemens are not responsible for any inaccuracy or errors in such data or in any output derived therefrom.
- 4.3 WITHOUT LIMITING THE FORCE OF ANY OTHER DISCLAIMERS HEREIN, CLIENT AND EACH USER IS RESPONSIBLE FOR ANY PERSON USING OR ENTERING INFORMATION IN THE SERVICES UNDER CLIENT AND EACH USER'S CREDENTIALS OR AUTHORITY AND ARE RESPONSIBLE TO AND FOR ANY PERSONS RELYING ON THE SERVICES.
- 4.4 NOTWITHSTANDING THE ABOVE, GENEVA AND SIEMENS MAY RELY ON THE AUTHORITY OF ANYONE ACCESSING CLIENT AND EACH USER'S ACCOUNT OR USING CLIENT AND EACH USER'S PASSWORD, AND IN NO EVENT, AND UNDER NO CIRCUMSTANCES SHALL GENEVA AND/OR SIEMENS BE HELD LIABLE TO CLIENT AND/OR EACH USER FOR ANY LIABILITIES OR DAMAGES ARISING OUT OF (I) ANY ACTION OR INACTION OF GENEVA OR SIEMENS UNDER THIS PROVISION OR (II) ANY COMPROMISE OF THE CONFIDENTIALITY OF CLIENT AND EACH USER'S ACCOUNT OR PASSWORD OR ANY UNAUTHORIZED ACCESS TO CLIENT AND EACH USER'S ACCOUNT OR USE OF CLIENT AND EACH USER'S PASSWORD; PROVIDED THAT, THIS DISCLAIMER, IN THIS PARAGRAPH, SHALL NOT APPLY TO THE EXTENT SUCH COMPROMISE, ACCESS, OR USE IS CAUSED SOLELY BY GENEVA'S OR SIEMENS' BREACH OF THE EXPRESS TERMS OF THIS AGREEMENT OR ITS VIOLATION OF LAW, AS PROVIDED BY CLEAR AND CONVINCING EVIDENCE. CLIENT AND EACH USER MAY NOT USE ANYONE ELSE'S ACCOUNT AT ANY TIME.
- 4.5 Client and each user will take all reasonable measures in the course of accessing and using the Services to ensure their security and integrity and that they remain free from unauthorized access, compromise, interference and corruption. Client and each user assumes, and hereby accepts, full responsibility and liability (including for all injuries and damages) for any actual or threatened compromise to data privacy and security that may occur as a result of Client and each user's

failure to implement applicable standards, controls and safeguards for data and Internet security and privacy, and Client and each user hereby agrees to defend and indemnify Genea and Siemens and hold each of them harmless from and against any claims arising from such failure.

- 4.6 Client and each user will not: (a) access or attempt to access the Services or any part thereof that Client and each user is not authorized to access or through any means that Client and each user is not authorized to use;(b) disrupt or interfere with the security of, or otherwise cause harm to the Services, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Services or any affiliated or linked websites or access or use the Services in any manner that could damage, disable, overburden, or impair any server or network used by us in connection with the Services; (c) use the Services to transmit any information of a sensitive nature, such as health information, social security numbers, credit card numbers (other than, as strictly allowed), or any other information that, if generally exposed, could lead to identity theft, financial fraud, embarrassment, or other harm; (d) use the Services in any manner that infringes upon or violates any intellectual property rights or other rights or interest of any party or otherwise constitutes pornography, defamation, harassment, bullying, predatory behavior, false and deceptive advertising, or hate speech; (e) submit any software, programs, or files via the Services that are open-source software subject to copyleft terms, harmful or disruptive of another's equipment, software, or other property, including without limitation any corrupted files, time bombs, Trojan Horses, viruses, and worms; (f) disrupt, interfere with, or inhibit any other user from using and enjoying the Services or other services; (g) violate any applicable laws or regulations related to the access to or use of the Services, and/or engage in any activity prohibited by the Terms of Service; (h) compile, use, download, or otherwise copy any materials available on the Services (except as expressly permitted), or transmit, provide, or otherwise distribute (whether or not for a fee) such materials to any third party;(i) use, or allow anyone else to use, any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Services or otherwise monitor or copy any portion of the Services; (j) frame, mirror, or use framing techniques on any part of the Services without our express prior written consent; (k) make any use of, or allow anyone else to make any use of, data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing the Services, or any portion thereof, or otherwise scrape, copy, collect, store, or use the Services, except pursuant to the Siemens' Customer Terms and the limited license granted by the Terms of Service; (l) modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Services; or (m) remove any copyright, trademark, or other proprietary rights notice from the Services. The above-listed examples of prohibited conduct and activity are illustrative and are not exhaustive, and, for the

avoidance of doubt, Client and each user shall not directly or indirectly engage in such conduct or cause or encourage any other person to engage in such conduct.

4.7 CLIENT IS RESPONSIBLE FOR ALL ACTS AND OMISSIONS OF CLIENT AND EACH USER OF CLIENT'S ACCOUNT AS IF CLIENT ENGAGED IN SUCH ACTS AND OMISSIONS.

4.8 CLIENT AND EACH USER AGREES TO DEFEND, INDEMNIFY, AND HOLD GENEVA AND SIEMENS AND OUR AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS ARISING FROM CLIENT AND EACH USER'S USE OF THE SERVICES (EXCEPT FOR CLAIMS RESULTING DIRECTLY FROM GENEVA OR SIEMENS' VIOLATION OF LAW OR TORTIOUS CONDUCT), INCLUDING BUT NOT LIMITED TO, ANY CLAIM ARISING FROM ANY BREACH BY CLIENT AND EACH USER OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OTHER TERM OF THE TERMS OF SERVICE OR VIOLATION OF LAW.

## **5. WARRANTIES AND LIMITATIONS OF LIABILITY**

5.1. Each party and/or user represents and warrants that: (i) Client is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) the person signing this Agreement on Client's behalf has been duly authorized and empowered to enter into this Agreement on behalf of the Client; (iii) Client and those using Client's subscription have the legal right to provide the data each provides in connection with the Services in accordance with the terms hereof; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms.

5.2. CLIENT AND EACH CLIENT AND EACH USER AGREES AND ACKNOWLEDGES FOR GENEVA'S AND SIEMENS' BENEFIT THAT USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY AND ALL TECHNOLOGIES AND TOOLS, IS WITHOUT WARRANTY OF ANY KIND AND THAT THE ACCESS TO AND USE OF THE SERVICES, AS PROVIDED UNDER THE TERMS OF SERVICE, IS PROVIDED "AS IS AND WHERE IS." ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM AND PRACTICE. APPLICABLE LAW MAY NOT ALLOW THE ABOVE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION MAY NOT APPLY TO CLIENT AND EACH USER AND SHALL APPLY ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

5.3. GENEVA AND SIEMENS DO NOT WARRANT THAT THE SERVICES WILL MEET CLIENT AND EACH USER'S REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

5.4. GENEVA AND SIEMENS EXPRESSLY DISCLAIM ANY OBLIGATION TO VERIFY INFORMATION AND DATA MADE AVAILABLE ON THE SERVICES AND CLIENT AND EACH USER ASSUMES ALL OBLIGATION AND RISK FOR ALL

ATTRIBUTES OF THE DATA, INCLUDING BUT NOT LIMITED TO ITS CORRECTNESS AND ACCURACY.

- 5.5. CLIENT AND EACH USER UNDERSTANDS AND AGREES THAT ALL DISCLAIMERS ARE MADE FOR GENEVA AND SIEMENS' BENEFIT AND THE BENEFIT OF OUR SUPPLIERS AND LICENSORS.
- 5.6. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE INDEMNITIES OF GENEVA SET FORTH IN SECTION 6.12 AND SECTION 6.13 OF THESE TERMS OF SERVICE, GENEVA, SIEMENS, THEIR RESPECTIVE AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS REPRESENTATIVES, SERVICE PROVIDERS, DIRECTORS, LICENSORS AND SUPPLIERS (GENEVA, SIEMENS and SUCH OTHER INDIVIDUALS AND ENTITIES INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELATED PARTIES") WILL NOT BE RESPONSIBLE OR LIABLE TO CLIENT AND/OR EACH USER OR ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS TERMS OF SERVICE, THE ORDER, THE AGREEMENT OR FOR ANY ACTIVITY OR ACTIVITIES, IN THE AGGREGATE, RELATED TO THE SERVICES, WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, FOR ANY AMOUNT IN EXCESS OF THE LESSER OF (A) THE AMOUNT OF THE FEES PAID BY CLIENT IN THE PREVIOUS SIX MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE FIRST INCIDENT GIVING RISE TO THE LIABILITY OR (B) \$15,000. ADDITIONALLY, RELATED PARTIES WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR LOST PROFITS RESULTING FROM THE USE OR INABILITY TO USE, OR FAILURE OF, THE SERVICES, OR FOR ANY OTHER REASON, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT OR ANT OTHER LEGAL THEORY, AND WHETHER THE RELATED PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THIS LIMITATION ON LIABILITY AND DAMAGES, THE RELATED PARTIES' LIABILITY AND EXPOSURE TO DAMAGES WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY LAW. For clarity, nothing herein limits Client's obligations to pay sums properly payable under the Order.
- 5.7. ANY LINKS TO OR DISPLAY OF THIRD-PARTY CONTENT ARE PROVIDED SOLELY AS A CONVENIENCE TO CLIENT AND EACH USER. GENEVA AND SIEMENS MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF THE ACCURACY, QUALITY, RELIABILITY OR ETHICALITY OF ANY INFORMATION CONTAINED AT THE OTHER SITES TO WHICH GENEVA LINKS AND IN NO EVENT WILL EITHER GENEVA AND/OR SIEMENS BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH THIRD-PARTY CONTENT. EXCEPT FOR THE INDEMNITIES OF GENEVA SET FORTH IN SECTION 6.12 AND SECTION 6.13, NO PARTY NOR SIEMENS SHALL BE LIABLE FOR (I) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT LIMITED TO LOSS OF PROFITS, LOSS OF DATA OR LOSS OF REVENUE, OR (II) DIRECT DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE LESSER

OF (A) THE AMOUNT OF THE FEES PAID BY CLIENT IN THE PREVIOUS SIX MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE FIRST INCIDENT GIVING RISE TO THE LIABILITY OR (B) \$15,000, WHICHEVER IS LESS. For clarity, nothing herein limits Client's obligations to pay sums properly payable under the Order.

## **6. LEGAL REMEDIES AND OTHER TERMS**

- 6.1. In the event of any dispute between the parties (or between either or both of the parties and Siemens), the principals of each party shall first meet without counsel present in an effort to discuss and resolve the dispute. If such informal meeting is unsuccessful, then the parties (and Siemens, if applicable), represented by counsel, shall, within thirty days after the informal meeting, have a meeting with counsel present in an effort to resolve the dispute. If the meeting with counsel present is unsuccessful, the parties shall proceed to arbitrate the dispute as provided below.
- 6.2. Any dispute, controversy or claim arising under this Agreement shall be settled by arbitration in Orange County, California in accordance with the rules of the American Arbitration Association ("AAA") Arbitration Rules in effect as of the date of the events giving rise to the dispute. The arbitrator(s) shall apply the laws of the United States of America and the State of California to decide the dispute. The arbitration shall be conducted solely in English. The parties shall choose, by mutual agreement, one (1) neutral arbitrator to hear the dispute. If the parties cannot agree on the selection of the arbitrator within thirty (30) days after a demand for arbitration has been served, the arbitrator(s) shall be selected by AAA in accordance with its rules. The parties agree that hearings may take place by telephone or in such other non-appearance-based manner to the extent reasonably practicable and consistent with a full and fair adjudication of the issues. The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties, no later than thirty (30) days from the date of closing of the hearing, or if oral hearings have been waived, from the date of transmittal of final statements and proofs to the arbitrator. The arbitrator shall be authorized to award only those damages which are permitted in this Agreement, subject to any disclaimers of damages and liability limits set forth in this Agreement, but the arbitrator shall not have the authority to reform, modify or materially change this Agreement. The award rendered by the arbitrator shall include costs of the arbitration, reasonable attorneys' fees and reasonable costs for experts and other witnesses. Judgment on the award may be entered in any court having jurisdiction. The award of the arbitrator(s) shall be final and binding upon the parties without appeal or review except as permitted by California law. In connection with any application to confirm, correct or vacate the arbitration award, any appeal of any order rendered pursuant to any such application, or any other action required to enforce the arbitration award, the prevailing party shall be entitled to recover its reasonable attorneys' fees, disbursements and cost incurred in any post-arbitration award activities. The parties agree that notwithstanding the provision for arbitration, each party will have the right to seek interim orders for

equitable relief in a state or federal court, as necessary to protect such party's intellectual property rights or confidential information.

- 6.3. This Agreement and all disputes arising out of or relating to this Agreement will be governed by and interpreted in accordance with the laws of the State of California without giving effect to any conflicts of laws rules that would require the application of the laws of another jurisdiction.
- 6.4. TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, CLIENT, USER AND GENE A EACH IRREVOCABLY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE PARTIES, ACCORDINGLY, AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THIS PARAGRAPH IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH ABOVE SHALL BE DEEMED NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.
- 6.5. EACH PARTY, EACH USER, AND GENE A IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 6.6. LIMITATIONS OF ACTIONS. WITHOUT LIMITING THE EFFECT OF ANY DISCLAIMER CONTAINED HEREIN, ANY CAUSE OF ACTION CLIENT AND/OR ANY USER MAY HAVE WITH RESPECT TO THE SERVICES AND/OR THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, OTHERWISE SUCH CLAIM OR ACTION IS PERMANENTLY BARRED.
- 6.7. The Agreement contains the entire understanding of the parties (and Siemens) with respect to the matters contained herein and supersedes all prior agreements or discussions between the parties with respect to the matters contained herein.
- 6.8. Neither party may assign the Agreement without the prior written consent of the other, except that either party may assign its rights and obligations under this Agreement without the approval of the other party to an any person or entity that acquires all or substantially all of the assets of a party or to successor in a merger or acquisition of all or a majority of the voting securities of a party. Any attempt by either party to assign or transfer any of the rights, duties, or obligations of this Agreement in violation of this Section is void and of no force or effect.
- 6.9. No waiver or modification of the terms of the Agreement will be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of the parties (and consented to by Siemens). Genea may modify this Agreement

from time to time with ninety (90) days' prior notice to Siemens and Client and Siemens consent thereto, and any modifications will apply upon the next Renewal Term of the applicable Order. Client's sole remedy for any such modifications will be to non-renew the Order on or before thirty (30) days' prior to the next Renewal Term. No failure or delay by either party to exercise any right, power, or remedy constitutes a waiver of that right, power, or remedy. A party's waiver of the performance of any obligation or breach is not to be construed as a waiver of any succeeding breach. Other than the Order, the terms of any purchase order or acknowledgement form shall not in any way be part of, modify or supplement the terms of this Agreement. The parties are independent contractors.

- 6.10. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the provision will be ineffective only to the extent of the invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.
- 6.11. As between the parties, Client owns (i) all data it or its users input to be processed by the Services and (ii) all data outputs as are contained in any reports. Client hereby grants to Genea and Siemens a perpetual, irrevocable, non-exclusive, fully paid, royalty-free, right and license to use data inputs and outputs as necessary for providing the Services to Client and those using Client's subscription and to use such data to manage Client's use of the Services and/or to aggregate and compile such data into the background technology of the Services so as to enhance the capacity of the Services to process information generally. As between Genea and Client, subject to the license provided in Section 3.2, Genea and its licensors retain all right, title, and interest to all software, products, works, and other intellectual property created, used, or provided by Genea in providing the Services for the purposes of this Agreement, including, but not limited to, the Services and any modifications derivatives and changes to such intellectual property created or made by Genea or such licensors.
- 6.12. "Open Source Software" shall mean 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"). "Open Source Software with Copyleft Effect" shall mean any Open Source Software with Open License Terms that require, as a condition of modification and/or distribution of such Open Source Software and/ or any other software incorporated into, derived from or distributed with such Open Source Software ("Derivative Software"), any of the following: (i) that the source code of such Open Source Software and/or any Derivative Software be made available to third parties; (ii) that permission for creating derivative works of such Open Source Software and/or any Derivative Software be granted to third parties; or (iii) such Derivative Software cannot be commercially distributed for a license fee.

Any applets, software, code or APIs distributed, linked to or furnished under the Agreement, including any updates, upgrades or patches furnished hereunder, and the media they are delivered on (collectively, "Software"), (i) have been scanned for viruses and other malicious code and have been found to be free from viruses

and malicious code, (ii) do not (a) grant access to servers, systems, or programs of you or Siemens, 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 Software, infect the host or perform an unauthorized process. If any Disabling Feature is discovered or reasonably suspected to be present, Genea shall immediately notify Client and Siemens and, at Genea’s sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

Genea shall include any Open Source Software with Copyleft Effect in the Software or the Services.

- 6.13 Genea will, at its option and expense, defend or settle any suit or proceeding brought against Client based on an allegation that the Software, Services or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member’s patent or misappropriation of a third party’s trade secret or copyright in the United States. Client will promptly give Genea written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Genea shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Genea is not responsible for any settlement made without its prior written consent. Client shall not make any admission(s) which might be prejudicial to Genea and shall not enter into a settlement without Genea’s consent. If the Software, Services, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Client is enjoined, Genea will, at its option and expense, either: (i) procure for Client the right to continue using the Software/Services; (ii) replace it with substantially equivalent non-infringing Software/Services; (iii) modify the Software/Services so it is non-infringing or (iv) if Genea determines that neither (i), (ii) or (iii) is commercially practicable, terminate the Order and refund any prepaid fees paid during the then-current annual term.

Genea will have no duty or obligation under this Section 6.13 if the Software/Services is modified by Client or its contractors after delivery, or combined by Client or its contractors with devices, methods, systems or processes not furnished hereunder and, by reason of said modification or combination a suit is brought against Client (and/or Siemens).

**THIS SECTION 6.13 IS AN EXCLUSIVE STATEMENT OF GENEAS DUTIES AND CLIENT’S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.**

## **1. TERMS SPECIFIC TO ACCESS CONTROL SERVICES ONLY**

- 1.1. Each of Genea, Siemens and Client will (i) maintain the confidentiality of the Client administrator and user logon identifications, passwords, and account information created by or for Client and used by Client or its users that are in such entity’s possession or control. Client shall use the Services in compliance with

applicable laws based on jurisdiction of the Client installation location. If there is unauthorized use of any Services by anyone who obtained access to the Services directly or indirectly through Client, Client will take all steps necessary to terminate the unauthorized use. Client and Siemens will cooperate and assist with any actions taken by Genea to prevent or terminate unauthorized use of the Services.

- 1.2. Genea will only use personal data provided, at the direction of Client, by Siemens to set up Client's account and/or entered into the Access Control Services by or for Client for providing the Services to Client and its users (including its administrators) in accordance with the Genea Privacy Policy located at <https://www.getgenea.com/privacy-policy>.
- 1.3. Except as otherwise set forth in an Order, Client will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, internet connectivity, web servers and the like (collectively, "Equipment"). Client will also be responsible for maintaining the security of the Equipment. Client shall be responsible for the use of the Services on Client's account by or through Client, with or without Client's knowledge or consent.

Client acknowledges and agrees that in order to install and/or provide the Services, Genea and Siemens must access certain Client's systems, Equipment and Client's use of the Services. Client expressly consents and grants Siemens and Genea and their respective employees, agents, representatives, independent contractors, and third party service providers' permission to access and use any Client system to the extent necessary to implement and/or provide the Genea Services and, for Siemens, any other services for which Client and Siemens have contracted for Siemens to provide. If Client's Equipment does not permit, or restricts Genea or Siemens access to, the Client systems necessary to implement and/or provide the Genea Services (or such other Siemens' services), Client acknowledges that such services may be impacted as a result.

- 1.4. Genea may suspend provision of the Services pursuant to an Order immediately in the event of any misuse of the Services involving Client's systems that could impact the Genea Services or Genea's systems providing such Genea Services until such time as Client is able to certify to Genea, in Genea's reasonable discretion, that the causes of such security incident have been remedied in full.