SIEMENS CANADA LIMITED STANDARD TERMS AND CONDITIONS OF PURCHASE

The following Siemens Canada Limited Standard Terms and Conditions of Purchase (the "**Terms**") shall apply to any purchase of goods and/or services specified in the purchase order issued by Purchaser (as defined herein) to Supplier, and their acceptance is an express condition of such purchase. Supplier shall be deemed to have full knowledge of the Terms and such Terms shall be binding if the Deliverables are delivered to Purchaser or if Supplier does not within five (5) calendar days from the date hereof deliver to Purchaser written objection to said Terms. No order will be recognized by Purchaser unless issued on Purchaser's purchase order. The Order issued herein, together with the Terms and all Purchaser's documentation referenced in the Order shall constitute the contract between Purchaser and Supplier (the "**Contract**"). In the event of any conflict or inconsistency between the Terms herein and the terms and conditions contained in any acknowledgment or in any other form issued by Supplier, whether or not any such form has been acknowledged or accepted by Purchaser, the Terms herein shall prevail. No waiver, alteration or modification of the Terms shall be binding upon Purchaser unless made in writing and signed by a duly authorized representative of Purchaser.

1. Definitions

"**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; provided, however, such party shall be deemed to be an Affiliate only as long as such control exists. For purposes of this definition, "**control**" (of a corporation, company or other entity, (an "**Entity**")) shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of an Entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise. Notwithstanding the foregoing, for Purchaser, "**Affiliate**" shall also be deemed to include any Carved-out Unit. "**Carved-out Unit**" shall mean any Entity, in which Purchaser or an Affiliate of Purchaser directly or indirectly holds a minority interest of at least 10 (ten) percent and (i) which formerly was an Affiliate of Purchaser, or (ii) which operates a business which was formerly operated by Purchaser or an Affiliate of Purchaser and was transferred to such Entity, or (iii) which is an Affiliate of an Entity as specified in (i) or (ii) above, if and as long as that Purchaser has not informed the Supplier that such Entity shall not be deemed a Carved-out Unit for the purpose of this Contract. Should an Entity cease to be a Carved-out Unit for the purposes of this Contract, then any existing rights and obligations with such Entity shall continue until such time as they expire by their terms.

"Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries" shall have the meaning given in Section 10

"Confidential Information" shall have the meaning given in Section 16

"Contract" shall have the meaning given in the preamble

"Copyleft Effect" shall have the meaning given in Section 13.g

"**Copyright Act**" shall have the meaning given in Section 13.c

"**Delivery Date**" means the date of delivery for Deliverables and the specified delivery scheduled as specified in an Order.

"**Deliverables**" means goods, Services (as defined below), parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and where the context requires such services as are necessary and incidental to the delivery of Deliverables under any Order. For clarity, changes made by Purchaser to the part numbers and/or other description of the Deliverables will continue to be Deliverables.

"Derivative Software" shall have the meaning given in Section 13.g

"Disabling Feature" shall have the meaning given in Section 7

"EH&S" shall have the meaning given in Section 11.1

"EHS Plan" shall have the meaning given in Section 11.9

"ECCN" means Export Control Classification Number

"Force Majeure" shall have the meaning given in Section 21

“Foreign Trade Regulations” shall have the meaning given in Section 18
"**Intellectual Property**" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, Specifications, reports, data, technical information, and instructions.
“ITB” “Industrial and Technological Benefits” shall have the meaning given in Section 30
“Items” shall have the meaning given in Section 13.a
“Open License Terms” shall have the meaning given in Section 13.g
“Open Source Software” shall have the meaning given in Section 13.g
"**Order**" means a paper or electronic document sent by Purchaser to Supplier to initiate the ordering of Deliverables, such as a purchase order, a scheduling agreement, a statement of work or other authorization or Order, and including change notices, supplements or modifications thereto. Where the context permits, the term Order includes Agreement.
"**Party**" or "**Parties**" means Purchaser and/or Supplier, individually or collectively, as the context requires.
“**Personal Information**” means information about an identifiable individual.
“**Personnel**” shall have the meaning given in Section 11.2
"**Purchaser**" means Siemens Canada Limited or the Purchaser Affiliate that issues an Order referencing these Terms and Conditions, and any successor or assignee of Purchaser (provided that Orders issued by a Purchaser Affiliate shall be an independent Contract between such Purchase Affiliate and Supplier).
“Purchaser Furnished Property” shall have the meaning given in Section 15
“Records” shall have the meaning given in Section 14
“**Representatives**” means a Party’s and its respective Affiliates’ directors, officers, employees, agents, representatives and/or subcontractors.
"**Services**" means any effort performed by Supplier necessary or incidental to the delivery of Deliverables, including design, engineering, installation, repair and maintenance. The term "Services" shall also include any effort required by an Order.
"**Specifications**" means, but is not limited to, the plans and specifications for the provision of the Deliverables and/or the Services, including any document describing the scope of services to be performed by the Supplier, all functional, technical, operational, performance, quality and similar requirements, drawings, illustrations, equipment descriptions and other data relating to the Deliverables and/or Services to be provided by the Supplier to Purchaser.
”**Supplier**” means the legal entity providing Deliverables or otherwise performing work pursuant to an Order.
“Supplier Operations” shall have the meaning given in Section 32
“**Terms**” means this document, the Siemens Canada Limited Standard Terms and Conditions of Purchase, regardless of whether modified or unmodified by the Parties.
“U.S.” means United States of America
“Warranty” shall have the meaning given in Section 7
“**Work Product**” shall have the meaning given in Section 13.b

2. **Scope.** Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order, including these Terms. No order will be recognized by Purchaser unless issued on Purchaser’s Order.

3. **Order of Precedence**. The Order issued herein, together with the Terms and all Purchaser’s documentation referenced in the Order shall constitute the contract between Purchaser and Supplier (“**Contract**”). The order of precedence provision in an agreement (for example a master agreement or a long-term agreement), if any, shall prevail over this Section 3. In the event of any conflict or inconsistency in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the Order including but without limitation the price, price adjustment terms, Specifications, shipping, quality requirements, drawings, work statements,

and modifications to the agreement and/or these Terms that specifically reference the section being modified; (ii) terms of the agreement under which the Order is issued; and (iii) these Terms. No waiver, alteration or modification of the Terms shall be binding upon Purchaser unless made in writing and signed by a duly authorized Representative of Purchaser.

4. **Specifications.** Supplier shall comply with all Specifications. Supplier shall immediately notify Purchaser, in writing, of any failure to comply with the Specifications.

5. **Shipment/Charges/Risk of Loss/Title**. Unless otherwise stated on the face sheets of the Order, all Deliverables shall be delivered FCA (Incoterms 2020) from Supplier's facility. Supplier shall employ Purchaser's preferred carrier and method of shipment set out in Purchaser's routing guide, available at https://www.routingguides.com/siemens%20canada. For greater certainty, receipt by the carrier of such Deliverables at Supplier's facility does not constitute acceptance of Deliverables by Purchaser. Supplier shall ensure use of carrier designated by Purchaser and shall contract for carriage on usual terms at Purchaser's risk and expense. If Supplier does not have shipping instructions from Purchaser, Supplier shall obtain same. Supplier must obtain at his own risk and expense any export license or other official authorization and carry out, where applicable, all custom formalities necessary for the export of Deliverables. Deliverables will be handed over to the carrier as the transport mode and/or quantity and/or nature of Deliverables may require. Unless otherwise stated on the face sheets of the Order regarding FCA (Incoterms 2020), risk of loss and/or damage to Deliverables shall pass from Supplier to Purchaser upon transfer to the carrier, and title shall pass to Purchaser upon receipt of Deliverables as provided for herein, provided that vesting of title shall not constitute acceptance of Deliverables by Purchaser. Supplier shall suitably pack the Order, mark and identify the Order number and ship Deliverables in accordance with any instructions from Purchaser and the requirements of the carrier to secure the lowest possible transportation cost. Supplier shall be liable for any freight charges or damage to Deliverables resulting directly or indirectly from any failure by Supplier to comply with this provision. If Deliverables are deemed to be dangerous and or hazardous, Supplier shall ensure all legally required documentation is prepared and submitted to the carrier prior to shipment with copy to Purchaser. No transportation or delivery charges of any kind including packing, boxing, storage or cartage charges shall be paid by Purchaser or reimbursed to Supplier unless specifically agreed to by Purchaser in writing. For shipments originating outside of Canada, Supplier shall ensure that a commercial invoice certified in accordance with Canadian customs regulations (Customs Invoice) accompanies Deliverables clearly indicating the Purchase Order and consignee together with any export documents/permits required by the foreign customs authorities. The Customs Invoice should indicate the customs broker for clearance as advised by Purchaser. All Bills of Lading prepared on behalf of Purchaser shall also indicate the Order number. The Supplier must provide a statement, or where required a certificate, demonstrating proof of origin for originating goods compliant under the respective Rules of Origin of any applicable Free Trade Agreement (e.g. USMCA, CETA etc.) to qualify for available duty-free or preferential duty under Canadian law. The Supplier is responsible for the completeness and accuracy of the information declared on the proof of origin or certificate of origin along with transshipment information as required.

For all steel and aluminum products supplied, Supplier shall provide a Mill Test Certificate (MTC) or equivalent certification, verifying material composition and country of melt and pour, with Deliverables confirmation 10 days prior to shipment. Supplier warrants that all such products comply with Canadian import regulations and trade agreements, including origin requirements for duty and tariff purposes.

Suppliers should preferably be a national customs security program participant. All invoices, shipping documents and other writings pertaining to this Order shall refer to Purchaser's Order and/or contract number set out on the reverse hereof.

6. **Delivery.** Supplier shall comply with the schedule and shall not make material commitments in advance of the time necessary to meet Purchaser's delivery schedule. Deliverables shipped or Services performed to Purchaser in advance of schedule may be returned to Supplier or warehoused at Supplier's expense. Supplier shall forthwith advise Purchaser of any anticipated delays. Nothing other than a written amendment signed by both Parties however will result in a change to the contractual Delivery Date. Purchaser reserves the right to reject any shipments or deliveries not then made or to cancel this Contract without any liability to Supplier and without prejudice to any of Purchaser's rights and remedies at law or equity, should Supplier fail to meet scheduled delivery or completion dates or if there is a reasonable likelihood of Supplier failing to meet such schedule. Time is of the essence. Supplier shall deliver Deliverables and perform Services by the Delivery Date. In the event delivery of the Deliverables is delayed in respect of the Delivery Date specified in an Order, other than for reasons set out in Section 21 "**Force Majeure**", Purchaser may require Supplier to pay for all damages Purchaser is likely to suffer as a result of such delay.

7. **Warranty**. Supplier warrants to Purchaser and Purchaser's successors, assigns and users of the Deliverables sold by Purchaser that all Deliverables and/or Services provided under the Order shall and continue to: (a) be free from defects in design if the design is not provided by Purchaser, materials and workmanship for a period of twelve (12) months from the date of acceptance by Purchaser; (b) conform with all Specifications attached or contained in the Order and all documentation and information provided by Purchaser for the Deliverables; (c) be fit for their intended purpose; (d) be new, unused (unless otherwise specified in this Order) and merchantable; (e) be free from liens or encumbrances on title; and (f) to the extent the Deliverables are, or contain hardware and/or software products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this Section, "**Warranty**"). To the extent Services are to be provided hereunder, Supplier warrants that all work rendered shall be careful and proper and in full compliance with Specifications and shall be in accordance with the best current practices in the industry and with the highest engineering or other applicable professional standards. The foregoing warranties shall survive any testing, inspection or acceptance by Purchaser of Deliverables. The warranties set forth above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Supplier's liability herein. The warranty with respect to any corrected Deliverables shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Deliverables shall be the longer of (i) one (1) year from the date of repair or replacement or (ii) until the end of the original warranty period. In addition to any other obligations set forth in this Section, Supplier shall pass through all assignable third party manufacturers' warranties applicable to Deliverables 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 Purchaser's reasonable request. Supplier shall immediately notify Purchaser in writing of recalls of Deliverables and/or Deliverable safety notices that concern the Deliverables. Purchaser shall have the right to assign all Supplier warranties under this Order to third parties including Purchaser's customers/end users, who shall have all rights to enforce such warranty. Supplier shall be liable for Purchaser's actual costs, expenses and damages related to or arising from Deliverables and/or Services not conforming to the warranty, including but not limited to systemic and incidental damages incurred by Purchaser."

Technology Warranties: Supplier represents and warrants that (i) the Deliverables do not (a) infringe, violate or misappropriate any intellectual property right(s) of third parties or (b) violate applicable laws; (ii) Supplier has all of the rights, permits, licenses and authority necessary to perform its obligations hereunder; (iii) Deliverables 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 (iv) the Deliverables do not (a) grant access to servers, systems or programs of Purchaser, its Affiliates or Representatives by person(s) other than Purchaser, its Affiliates or Representatives or (b) contain any program, routine, code, device or other undisclosed feature including but not limited to a time bomb, virus, software lock, Trojan horse, worm or trap door

("**Disabling Feature**") that is designed to delete, disable or interfere with the Deliverables, and if any Disabling Feature is discovered or reasonably suspected to be present, Supplier shall immediately notify Purchaser and, at its sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

8. **Inspection, Acceptance and Rejection.** All Deliverables shall be subject to inspection and test by Purchaser at all times and places including the period of manufacture and in any event prior to final acceptance by Purchaser to assess work quality, conformance with Specifications, and conformance with all of Supplier's representations, warranties and covenants herein. No such verification shall relieve Supplier of its obligations and warranties hereunder. Deliverables shall not be deemed accepted until after such final inspection. If any Deliverables or parts thereof are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements set out herein, in addition to any other rights which it may have under applicable warranties, or under law, Purchaser shall have the right to reject and return such Deliverables for either full credit or a refund (at Purchaser's discretion) at Supplier's expense including payment of shipping charges incurred by Purchaser. Without limiting the foregoing, Purchaser shall also have the right to require that Supplier promptly and at its own expense repair, replace or restore any defective or deficient portion of Deliverables, to Purchaser's reasonable satisfaction. If Supplier is unwilling to or unable to effect prompt replacement, Purchaser may use its own facilities or contract with a third party at Supplier's expense. All returned Deliverables shall be at Supplier's risk of damage or loss. Neither the failure of Purchaser to inspect, nor acceptance of, nor payment for any Deliverables shall prejudice Purchaser's rights under this paragraph. Supplier's records relating to the manufacture or provision of Deliverables shall be maintained for a minimum of seven (7) years following delivery unless otherwise agreed in writing by Purchaser.

9. **Compliance with Laws**. Supplier shall comply with all laws and regulations, including without limitation, international, federal, provincial, municipal and local laws and codes, quality system standards and quality assurance requirements, privacy requirements, environmental standards and any additional technical codes, standards or norms which Purchaser may specify in writing. In the event the Purchaser is located in Quebec and/or the Supplier is requested to deliver the Deliverables in the province of Quebec, any instructions, including without limitation, instructions related to user interfaces of software products or labeling on prepackaged retail Deliverables, must be available in both French and English as required by the applicable law.

10. **Code of Conduct**. Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any forced labour or child labour. Moreover, the Supplier shall take responsibility for the health and safety of its employees. The Supplier shall act in accordance with the applicable environmental laws, and in doing so, Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall use reasonable efforts to promote the Siemens Code of Conduct among its suppliers. Supplier shall adopt and comply with the Siemens Code of Conduct for Siemens Suppliers available at the following URL: www.siemens.ca/code-of-conduct ("**Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries**"). The Parties recognize that the above URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Purchaser agrees to provide the new URL upon Supplier's request in the event of a change. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this Contract in case of breach of the obligations set out in Section 27 and/or this Section 10. However, provided that the Supplier's breach of Section 27 and/or this Section 10 is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Purchaser.

11. **Health and Safety.**

11.1 The Supplier and its Representatives shall be familiarized with Purchaser's Environmental Health & Safety as notified by Purchaser from time to time ("**EH&S**") policies applicable on any work site and shall comply with such EH&S policies. The Supplier and its Representatives shall comply with the requirements of the Workplace Safety Insurance Board (or other similar body) regulations and all applicable health, safety and environmental legislation, and shall provide Purchaser with satisfactory evidence of compliance.

11.2 Supplier shall take all necessary measures to eliminate hazards for the health and safety of the Personnel employed by Supplier and Supplier's direct or indirect subcontractors for the performance of the Services or Deliverables ("**Personnel**") and to ensure that no persons who are legally on the work site suffer any injury.

11.3 Before the commencement of the Services or Deliverables, Supplier shall provide Purchaser with a written risk assessment that analyzes all potential hazards for the health and safety arising out of the Services or Deliverables and determines measures to eliminate such hazards, as in particular appropriate safety trainings, safety tours and safety equipment. Supplier is responsible to prevent hazards as pointed out in the risk assessment, to conduct and monitor measures determined and to take potential necessary corrective measures.

11.4 Supplier shall

(i) appoint a competent person as its representative for occupational health and safety and shall ensure that this person takes part in safety discussions arranged by Purchaser from time to time;
(ii) invite Purchaser to participate in safety tours; and
(iii) inform Purchaser on potential findings of non-compliance with health and safety provisions and provide an update on respective corrective measures.

11.5 Purchaser shall be entitled to bar any Personnel from the site and/or to suspend the execution of the Services or Deliverables as Purchaser deems necessary for occupational health and safety reasons, at any time without any liability whatsoever.

11.6 In case of an incident causing lost time, medical treatment by a medical practitioner or the death of any Personnel, the Supplier is obliged to: (i) initiate immediate measures for first aid and for securing the scene of the incident, (ii) immediately inform Purchaser, (iii) initiate an incident investigation following the incident, document and report on the causes of the incident and submit this report to Purchaser within 48 hours and (iv) determine, implement and document appropriate measures to exclude similar incidents in the future. Supplier will fully support Purchaser in possible further investigations by Purchaser.

11.7 Purchaser and its authorized agents and Representatives and/or a third party appointed by Purchaser and reasonably acceptable to Supplier, shall be entitled (but not obliged) to conduct – also at Supplier's premises – audits in order to evaluate Supplier's health and safety measures including all occupational health and safety related documents and to identify measures for improvement.

This audit may only be conducted upon prior written notice of Purchaser, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with Supplier's business activities nor violate any of Supplier's confidentiality agreements with third parties. Supplier shall reasonably cooperate in any audit conducted.

11.8 If the audit was caused by an incident as described in Section 11.6 or continuous or repeated deficiencies in occupational health and safety the cost for the audit shall be borne by the Supplier.

11.9 In the event Purchaser provides Supplier with a health and safety document for the site **("EHS Plan"**) the Supplier shall confirm receipt thereof and compliance with the requirements contained therein in writing. The same shall apply to updates of the EHS Plan by Purchaser. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services or Deliverables commit themselves to the EHS Plan and its updates.

11.10 In addition to any other rights Purchaser may have and notwithstanding any contractual provision to the contrary, in the event of Supplier's material or repeated failure to comply with the statutory or contractual health and safety provisions including the provisions of this Section, Purchaser may terminate this Contract without any liability whatsoever, after providing Supplier with a reasonable time period within which to remedy the failure.

12. **Indemnity**. Supplier shall indemnify, defend and hold harmless Purchaser, its Affiliates and their Representatives and assigns from and against any and all expenses, costs, claims, losses, actions, lawyer's fees, damages, duties, taxes, penalties or liabilities (including without limitation special and consequential damages, and including the costs of replacing or recalling Purchaser's equipment which may be damaged or rendered defective by materials furnished or work done in breach of warranties), or any amounts incurred by or which may become payable by Purchaser (i) arising or resulting directly or indirectly out of any breach by Supplier of the Contract; or for bodily injury, death or loss or damage to property which may arise or result, directly or indirectly, from the performance of this Contract or any Deliverables supplied hereunder.

13. **Intellectual Property.**

(a) *Ownership:* Each Party shall retain all right, title and interest it may have with respect to Items acquired or developed before the date of this Order or independently of this 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) As between the Parties, Purchaser 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 the Deliverables 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 Purchaser 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:* Purchaser shall own all Work Product and shall be the sole and exclusive owner of any copyrights in the Work Product, including all rights of copyright registration, renewal and extension. Purchaser shall also be considered the author of the Work Product for the purposes of Canadian copyright law, and for the purposes of any other applicable provincial or federal laws. Supplier shall make no claim to ownership of the copyright in the Work Product, nor shall

Supplier attempt to exercise any rights, privileges or protections offered to a copyright holder. Supplier waives all moral rights in the Work Product. With respect to Supplier's based in the United States, Purchaser 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 the applicable Copyright Act ("**Copyright Act**"), or analogous provisions under other Applicable Laws, and will be owned exclusively by Purchaser 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 Purchaser (its successors and assigns) all right, title and interest that Seller 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 Purchaser and, promptly upon Supplier's request, provide any requested information or documentation related to Work Product. Upon Purchaser'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 Purchaser (or its designee). Supplier irrevocably designates and appoints Purchaser (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) Supplier shall promptly disclose, and hereby grants to Purchaser, 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 Purchaser of Deliverables and Work Product hereunder. Such license covers perpetual software license for software used in or required for the operation of Deliverables, including but not limited to all modifications or additions to software, as well as all related documentation and technical information. Any software maintenance or support service shall be the subject of an attachment to this Order.

(f) Supplier shall not embed or incorporate any third party Items into Deliverables without Purchaser's prior written consent and Supplier's providing to Purchaser and/or its customers a list of third party software or other intellectual property contained within or necessary to use Deliverables together with royalty-free, paid-up licenses to Purchaser, its Affiliates and its or their customer(s).

(g) *Open Source Software:* Supplier shall inform Purchaser no later than five (5) calendar days following receipt of the Order, whether the Deliverables include "**Open Source Software**." 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, Seller shall deliver to Purchaser, not later than the date of order confirmation,) 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 Purchaser'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 Seller'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 Purchaser of Open Source Software or otherwise breach this Section, it shall be a material breach and Seller shall indemnify and defend Purchaser, its Representatives and Purchaser's customer(s)/end-user(s) from all

Claims arising from such breach, and Purchaser shall be entitled to cancel the Order without penalty.

(h) Supplier warrants that Purchaser and its customers may freely use, resell or otherwise deal with Deliverables without infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights held by Supplier or any third party. Supplier agrees to indemnify and hold harmless Purchaser from any claim, action, cost or damage whatsoever arising from the alleged or actual infringement of any patent, trademark, copyright, industrial design or other intellectual property right resulting from the purchase and sale, use, or resale of Deliverables. If Deliverables or any activity in connection therewith are held to be an infringement and their use is enjoined, Supplier shall promptly, at the option of Purchaser, secure for Purchaser the right to continue using or reselling Deliverables; replace Deliverables with non-infringing Deliverables; procure Purchaser, its Representatives and/or end user's right to continue using the Deliverables; modify Deliverables such that they are no longer infringing; or, if unable to do any of the foregoing, remove the infringing Deliverables and indemnify Purchaser for any direct or indirect losses, costs or damages resulting from such infringement.

14. **Audit Rights.** Purchaser, its Affiliate(s) or Representative(s) may conduct audit(s) of Supplier. Supplier and its Representatives shall maintain accurate and complete records ("**Records**") which are reasonably sufficient to determine Supplier's compliance with the Order. Such Records shall be kept in accordance with recognized commercial accounting practices and, except where a longer retention period may be provided in this Order, shall be retained by Supplier for a minimum of seven (7) years after the later of the (i) last delivery of Deliverables or (ii) expiration of the Term of this 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.

15. **Purchaser Furnished Property**. The term "**Purchaser Furnished Property**" shall mean all tools, patterns, equipment, materials or other property which is either supplied by or on behalf of Purchaser or its Representatives to Supplier to perform the Services or furnish the Deliverables, or purchased by Purchaser from Supplier which is to be "delivered in place" and stored at Supplier's facility. Title to Purchaser Furnished Property shall remain with Purchaser and risk of loss shall be with the Party who has possession. For Purchaser Furnished Property in Supplier's possession, custody or control, Supplier shall insure against loss and damage in an amount equal to full replacement cost. Purchaser Furnished Property shall carry no guarantee or warranty, express or implied. Supplier shall not use Purchaser Furnished Property on any work other than the Deliverables. Supplier shall clearly mark Purchaser Furnished Property to show Purchaser's ownership and prevent a lien, encumbrance or challenge to Purchaser's title thereto. Supplier shall, at its own expense, maintain and repair Purchaser Furnished Property, returning it to Purchaser in the condition in which received, reasonable wear and tear excepted. Upon expiration or termination of the Order, Supplier shall dispose of Purchaser Furnished Property as Purchaser directs in writing. Purchaser reserves the right to abandon Purchaser Furnished Property at no additional cost to Purchaser. This Order shall remain in effect so long as Supplier possesses Purchaser Furnished Property.

16. **Confidentiality**. (A) Both during and after the term of this Order, Supplier will treat as confidential all information in any form (including copies or restatements thereof) relating to, without limitation, the intellectual property, know-how, Deliverables, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, user identification numbers or passwords of Purchaser, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information of Purchaser hereto marked "Confidential" or other similar markings ("**Confidential Information**"). Purchaser has the right to share confidential information with its Affiliates, Representatives, and customers in connection with transactions involving or related to the Deliverables provided hereunder, provided those recipients are subject to the same

confidentiality obligations set forth herein. (B) Supplier shall refrain from disclosing and/or using Purchaser's Confidential Information other than to perform its obligations under the Order. Supplier shall be responsible for any breach of the confidentiality obligations hereunder by its Affiliates or Representative(s). These confidentiality restrictions shall not apply to information which (i) is or becomes generally known to the public, without the fault of the Supplier; (ii) is disclosed to the Supplier, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the Supplier, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the Supplier upon the date of this Order; (iv) was independently developed by Supplier or its Representatives, as evidenced by written records, without the use of Purchaser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that Supplier, required to disclose by law, will promptly advise the Purchaser of any requirement to make such disclosure to allow the Supplier the opportunity to obtain a protective order and assist Supplier in so doing. An individual who is a Supplier Representative will be immune from liability for the confidential disclosure of trade secrets to a governmental agency to report a suspected violation of law. (C) Supplier will return or destroy Purchaser's Confidential Information within ten (10) days of receipt of a written request, or upon expiration or termination of this Order. Purchaser shall be entitled to specific performance and injunctive relief (including any other remedies at law or in equity) plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this Section.

17. **Payment**. Prices herein specified shall, unless otherwise expressly stated, be fixed in Canadian dollars inclusive of all duties of any kind and all packaging and loading, but exclusive of any federal or provincial taxes (GST/HST/QST/PST) which shall be shown as separate line items on Supplier's invoice as applicable. Invoices will be paid within ninety (90) days from receipt of an accurate and complete invoice by Supplier, unless a discount is permitted for payments made within another period. Purchaser shall be entitled to set-off against any amounts owing to Supplier, any amounts owing by Supplier hereunder.

18. **Export Control and Foreign Trade Data Regulations**. The Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all deliveries and services to be provided according to this contract. The Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations. In particular, the Supplier represents and warrants that none of its Deliverables nor its Services provided under the contract contain prohibited products and/or services under the Foreign Trade Regulations applicable to the Purchaser (including, but not limited to, Council Regulations Unrestricted Page 4 of 4 (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).

The Supplier shall advise the Purchaser in writing within two weeks of receipt of the order and in any case before delivery - and in case of any changes without undue delay - of any information and data required by the Purchaser to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

(a) all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and

(b) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

(c) the country of origin (non-preferential origin); and - upon request of the Purchaser - documents to prove the non-preferential origin; and

(d) the preferential country of origin, and, upon request of the Purchaser, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g., supplier's declaration).

The Purchaser shall not be obligated to fulfill the contract 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.

19. **Environmental Protection, Duties to Declare**. Should Supplier deliver Deliverables which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g. CEPA, REACH, RoHS, TSCA), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Purchaser upon request, and no later than the date of first delivery of Deliverables. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or Purchaser, or at the designated place of delivery requested by Purchaser. Furthermore, Supplier shall also declare all applicable substances which are set out in the current version of the "List of Declarable Substances" (LoDS) which are a Siemens standard, including Per- and polyfluoroalkyl substances (PFAS), no later than the date of first delivery in the manner described above.

20. **Insurance / Other Insurance / Other Terms/Certificates of Insurance**

20.1 Insurance

20.1.1 Supplier agrees to provide and/or cause its subcontractors to provide and maintain in full force and effect with financially responsible insurance carriers the following insurance which shall take from commencement of the Services related to the Deliverables and remain in effect during the Term hereof or any extension thereof or as otherwise specified herein:

(a) Commercial General Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00) CDN inclusive per occurrence against liability for bodily injury, personal injury, death or property damage including loss of use and, without restricting the generality of the foregoing provisions, such coverage shall include Contractual Liability, Tortuous Liability, Products and Completed Operations and Employer's Liability. To achieve the desired limits, excess or umbrella coverage may be used.

(b) Purchaser, its Affiliate's, their officers, employees, servants and agents shall be named as additional insured in respect of the Services and such insurance shall also insure anyone employed directly or indirectly by the Supplier to perform all or a portion of the Services under this Contract.

(c) Where an insurer fails or refuses to pay any claims under an insurance policy covering the activities of the Supplier or subcontractor relating to or arising out of the Services or Deliverables or performing the Contract, Supplier shall not be released from any liability under the Contract.

(d) Automobile Liability Insurance covering all licensed vehicles owned (and non-owned auto for policies written in the US) rented or leased and used in connection with the Services or Deliverables to be performed under this Contract. Coverage shall include Bodily Injury and Property Damage Liability, mandatory basic accident benefits and if

applicable attached machinery, to a combined inclusive minimum limit of $2,000,000. To achieve the desired limits, excess or umbrella coverage may be used

(e) Purchaser Coverage shall include but not be limited to the following:

(i) Blanket Contractual Liability.
(ii) Products and Completed Operations to be continuously maintained throughout the operational liability insurance.
(iii) Employer's Liability.
(iv) Non owned automobile Liability; (not applicable where company's auto liability insurance coverage non-owned autos as in US policies).
(v) Broad Form Property Damage.
(vi) Property Insurance. Prior to the commencement of the Services on site, the Supplier shall obtain property insurance covering loss or damage to tools, property and equipment of the Supplier of for which the Supplier is legally liable or responsible, in an amount equal to the full replacement value of the tools, property and equipment.

(f) Errors & Omissions Insurance. If Supplier provides any design, engineering, contract management or other professional services, including consulting services, and if professional errors or omissions could result in a loss, damages to, or claims against Purchaser, then Supplier shall carry a minimum of ten million dollars $10,000,000 of Errors & Omissions Insurance with insurer's satisfactory to Purchaser acting reasonably. Coverage shall remain in effect for no less than 3 years following final completion of Services.

(g) Cyber Liability Insurance. Supplier's Cyber Liability insurance shall include coverage for Supplier's legal liability for financial losses caused by an information security breach, including loss of data, data deletion or data manipulation, as well as interruptions to Supplier's operations related to network security breaches, where applicable, with a minimum limit of ten million dollars $10,0000,000 each occurrence and in the aggregate. Such coverage shall include Supplier's legal liability for losses in connection to the transfer of malware to Purchaser systems or the publication of sensitive data including legal liability for financial loss of Purchaser caused by Supplier's software products and IT related services. For greater certainty, coverage to apply for breach of data security or theft, unauthorized disclosure, unauthorized access, use, identity theft, theft of personally identifiable information or confidential information in whatever form including transmission of a computer virus or other type of malicious code. If applicable, coverage to extend for violation of software copyright. Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Supplier or an independent contractor working on behalf of Supplier in performing Services under this Contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for Purchaser data and confidentiality breach indemnity in this Contract for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Supplier. Supplier shall further ensure IT Errors & Omissions Insurance is included for Supplier's legal liability for financial loss of Purchaser caused by the Supplier's software products and any IT related services or product, with a minimum limit of $5,000,000 each claim.

20.1.2 Insurance policies provided pursuant to this Section shall be in accordance with the following terms and conditions:

(a) Where permissible by Applicable Law; Insurance policies maintained by the Supplier including subcontractors hired by Supplier as applicable; shall include a waiver of subrogation in favour of Purchaser, its Affiliates, directors, officers, employees, servants and agents;
(b) The Commercial General Liability Insurance policy shall contain a cross-liability clause and a severability of interest clause;
(c) The insurance policies provided pursuant to this Contract shall endeavor to give Purchaser thirty (30) days advance written notice of cancellation. Where an insurer fails or refuses to pay any claims under an insurance policy covering the activities of the Supplier or subcontractor relating to or arising out of the Services as set out in this Contract, the Supplier shall not be released from any liability under the Contract.

20.1.3 Workplace Safety Insurance (Workers' Compensation)

(a) Before commencement of the Services, and upon request by Purchaser at reasonable intervals thereafter, the Supplier shall, if applicable, deliver to Purchaser clearance certificates from the applicable workplace safety insurance (workers' compensation) authority confirming that all required premiums, assessments and contributions have been paid by the Supplier and its subcontractors, if any, or that Supplier is not required to register with the applicable authority given the nature of its business activity. Before final payment is made by Purchaser, the Supplier shall deliver similar certificates to Purchaser with its application for final payment.
(b) Purchaser shall not be obliged to make any payments to Supplier until such certificates, if requested by Purchaser, have been received.

20.2 Other Insurance

20.2.1 If required and mutually agreed upon between Purchaser and Supplier, Supplier shall provide, at the expense of the Supplier, any additional insurance which the Supplier or subcontractors are required to provide by Applicable Law or which it considers necessary for the performance of the Services or for the protection of Purchaser.

20.3 Other Terms/Certificates of Insurance

20.3.1 Supplier will supply and cause its subcontractors to supply as Purchaser requires a certificate of insurance completed by a duly authorized representative of their respective insurer's certifying that at least the minimum coverage required here are in effect and that the insurer shall endeavor to provide 30 days written notice of cancellation by registered mail receipt in compliance with Section 25.
20.3.2 Failure of Purchaser to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Purchaser to identify a deficiency from evidence provided will not be construed as a waiver of the Supplier's obligation to maintain such insurance.
20.3.3 Purchaser acceptance of delivery of any certificate evidencing the required coverage and limits does not constitute approval or agreement by Purchaser that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
20.3.4 The Supplier's failure to maintain the required insurance as set forth here may result in termination of this Contract at Purchaser option.
20.3.5 If any of the coverage is required to remain in full force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the Supplier's final invoice.
20.3.6 All deductibles shall be to the account of the Supplier and or its subcontractors.

20.3.7 Except where not permissible by Applicable Laws , all insurance noted above shall specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Purchaser.

20.3.8 All limits and deductibles are expressed in Canadian Dollars.

21. **Force Majeure**. Neither party shall be liable for any delay or failure of performance due solely to causes beyond its control without its fault or negligence including without limitation acts of God, war, riot, provided that Supplier has given notice in writing to Purchaser of any such cause for delay or anticipated delay promptly after first obtaining notice thereof and has used its commercially reasonable efforts to make deliveries as expeditiously as possible taking such cause for delay into account. Should Supplier be unable, due to such a cause, to meet all of its delivery commitments for Deliverables ordered herein, Supplier shall not give preference to any other customer in making deliveries of such Deliverables. If Purchaser believes that the delay or anticipated delay in Supplier's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Purchaser may at its option, and without liability to Supplier, cancel outstanding deliveries hereunder wholly or in part. 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 this 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, 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, Purchaser shall have the right to terminate the Order, and is entitled to a refund of all monies paid to Supplier subject to costs approved in advance by Purchaser in writing.

22. **Assignment.** Neither Party may assign all or part of this Order, or any rights or obligations hereunder, without the prior written consent of the other Party, except Purchaser may assign its rights and obligations, without recourse or consent, to any of its Affiliates or a successor organization.

23. **Independent Contractor**. The parties herein are two independent entities. Supplier is engaged as an independent contractor solely for the purpose of providing the Deliverables. Supplier is solely responsible for all losses and expenses prudent to performing its obligations hereunder.

24. **Subcontractor.** Supplier undertakes to obtain Purchaser's written consent prior to subcontracting any work or Services to third parties other than third parties identified in the agreed upon purchase order. Purchaser reserves the right to reject any subcontractor proposed by Supplier. The term of any subcontracts will be consistent with the terms of this Contract with respect to quality, health and safety, cancellation and termination. Supplier will remain liable to Purchaser for the part of the applicable Order performed by the subcontractor.

25. **Notice**. All notices given hereunder shall be in writing and may be sent by registered mail, courier or email if also sent by regular or registered mail, and addressed to the receiving party at the address set out in the Order or as subsequently agreed between the parties. Notices shall be deemed to be given when received by the other party.

26. **Suspension, Cancellation and Changes**. The right is reserved to Purchaser to either suspend, cancel this Order in whole or in part or to change it at any time, including additions or deletions to quantities, upon notice in writing to Supplier. If cancellation or suspension takes place, delivery shall be accepted at the purchase price of all Deliverables completed prior to receipt of notice of

cancellation or suspension. Upon receipt of such notice, Supplier shall, in addition to complying with the requirements of such notice, immediately (i) stop production and delivery of all Deliverables, (ii) accept no orders for Deliverables, and (iii) protect all Deliverables under Supplier's control in which Purchaser may have a full/partial interest. Supplier shall immediately comply with such notice and take all steps necessary to minimize the cost of terminating or changing this Contract. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in Purchaser's notice. If changes affect delivery or price, Supplier shall immediately notify Purchaser. Except as otherwise agreed in writing, Purchaser shall not be liable for any costs arising from such notice, including but not limited to loss of anticipated profits or loss of opportunity.

27. **Termination for Default**. In the event Supplier (i) materially breaches this Order, 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 Purchaser may, by written notice, terminate this Contract with immediate effect without liability, except for deliveries previously delivered in accordance with the Contract.

28. **Limitation of Liability**. Notwithstanding anything in this Contract to the contrary, the Purchaser (including its Representatives) is not liable, whether based in contract (including fundamental breach), warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, for any damages, whether characterized as direct or indirect, for (i) loss of use, revenue, savings, profit, interest, goodwill or opportunity, loss of production, costs of capital, costs of replacement or substitute use or performance, loss of information and data, loss of power, voltage irregularities or frequency fluctuation, claims arising from Supplier's third party contracts, or for (ii) any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages or for any other loss or cost of a similar type; even if the Purchaser or the Supplier has foreseen, been advised of or is aware of the possibility of such damages and the Supplier further acknowledges that it does not have any expectation of receiving compensation for any such damages, losses or costs.

29. **Dispute**. Notwithstanding any other term in this Contract, the Supplier will not stop or delay the provision of the work, in whole or in part, on account of any dispute with Purchaser or with any other person and the Supplier will continue to perform all of its obligations in accordance with and within the time periods required by this Order, notwithstanding and during any such dispute.

30. **Industrial and Technological Benefits**. This Contract may be entered into partial fulfillment of Industrial and Technological Benefits ("**ITB**") commitments on behalf of Purchaser to the Government of Canada. There may also be a related requirement from the Government of Canada for additional information regarding this Contract, up to and including a site visit by Purchaser and the Government of Canada. ITB commitments, if any, will be agreed by Supplier and Purchaser and will be detailed separately.

31. **Privacy**. To the extent Personal Information is made available to Supplier in connection with the Services, Supplier confirms that it will comply with the Purchaser's Data Privacy Notice available at Privacy Notice - Canada (siemens.com), as updated from time to time.

32. **Cybersecurity**

32.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Deliverables. These measures shall be consistent with applicable laws, regulations, good

industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

32.2 "**Supplier Operations**" means all assets, processes and systems (including information systems), data (including Purchaser data), Personnel, and sites, used or processed by Supplier from time to time in the performance of this Contract.

32.3 Should Deliverables contain software, firmware, chipsets, integrated circuits or generic functional blocks ("Digital Products"):

(i) Supplier shall comply with safe and secure state-of-the-art development methods including secure coding standards (such as OWASP standards, NIST Secure Software Development Framework SP800-218 or similar), equivalence checks, code reviews, and threat and risk analysis;

(ii) Supplier shall ensure that Digital Products shall be designed, developed and produced in such a way that they ensure an appropriate level of cybersecurity based on the risks, including the minimization of negative impact on the availability on other products, connected devices or services. Further, Supplier shall ensure that Digital Products are made available with a secure-by-default configuration (incl. secure data transfer, the possibility to reset to the original state with the secure and permanent removal of all data and settings);

(iii) Supplier shall ensure that Digital Products provide security related information by recording and monitoring relevant internal activity, including the access to or modification of data, services or functions, with an option to disable this feature;

(iv) During the whole lifecycle of a Digital Product (including but not limited to design, development, production, delivery and maintenance), Supplier shall implement and maintain appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in Digital Product. Such measures shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

(v) Supplier shall continue to support and provide Services to repair, update, upgrade and maintain Digital Products including the provision of patches to Purchaser remedying vulnerabilities and other cybersecurity risks for the expected use time of the Digital Products;

(vi) Supplier shall provide to Purchaser a software bill of materials in a commonly used and machine-readable format (e.g., CycloneDX version ≥ 1.4 or equivalent) to the following address: sbom.cys@siemens.com, and a bill of materials, both identifying Digital Products including all third-party Digital Products. The Digital Products shall contain all necessary security updates at the time of delivery to Purchaser;

(vii) Supplier shall grant to Purchaser the right, but Purchaser shall not be obliged, to test or have tested Deliverables for malicious code and vulnerabilities at any time, and shall adequately support Purchaser;

(viii) Upon request of Purchaser, Supplier shall promptly provide to Purchaser all documents and information which are necessary to demonstrate the conformity of Digital Products as part of Purchaser products with statutory requirements;

(ix) For integrity reasons, Supplier shall ensure that all software-related components provided to Purchaser are digitally signed. If Supplier fails to provide a signed version and does not remediate this within a reasonable time frame set by Purchaser, Purchaser may digitally sign these components itself independently of Supplier. Any warranty rights Purchaser may have remain unaffected by this provision.

32.4 Supplier shall provide Purchaser a contact for all cybersecurity-related related issues (available during business hours).

32.5 Supplier shall promptly, and in a structured and machine-readable format notify Purchaser and the following Siemens Cybersecurity contact addresses of all relevant cyber threats, incidents occurred or suspected and vulnerabilities discovered and/or actively exploited in any Supplier Operations and Deliverables, if and to the extent Purchaser is or is likely to be materially affected.

(i) for cyber threats and incidents: cert@siemens.com;

(ii) for vulnerabilities:svm.ct@siemens.com.

The notification shall contain any information reasonably required to assess the impact and to enable Purchaser to comply with its statutory obligations.

The notification shall be made before any public disclosure of fixed vulnerabilities, allowing Purchaser reasonable time to implement security updates or remediation measures

32.6 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.

32.7 Upon Purchaser's request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

32.8 Supplier shall provide to Purchaser all related documentation and the current and readable source code and object code of software developed or converted for Purchaser.

32.9 Purchaser has the right to yearly audit or have audited the Supplier's compliance with the provisions of this section at the Supplier's relevant site(s) without cause and, in addition, if Purchaser has a justified suspicion that Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.

32.10 Should the products or services include or be developed with the help of artificial intelligence ("AI") consistent with good industry practice (e.g. NIST Artificial Intelligence Risk Management Framework, OWASP Top 10 for Large Language Model Applications), then Supplier shall

(i) ensure that Purchaser data is excluded from being used as training data for such AI technologies;

(ii) ensure that any input or output of such AI is treated confidential;

(iii) ensure that, once the Digital Product(s) is/are no longer being used, any Purchaser data is deleted and not retained in any form, and

(iv) provide Purchaser any information and documentation in connection with the use of AI, if requested.

33. **Choice of Language**. The Parties declare that they have requested, and hereby confirm their request, that this Contract be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande que ce contrat soit rédigé en anglais.

34. **Setoff**. Purchaser shall have the right to set-off and deduct from Supplier's invoice(s) related to this Order any amount(s) owed by Supplier to Purchaser.

35. **Survival**. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract or any Order, including but not limited to indemnity, warranty confidentiality, export control and foreign trade regulations and intellectual property shall survive the expiration or termination of this Contract or any Order.

36. **Taxes / Duties.** Unless otherwise provided for in this Order, Supplier is responsible and liable for payment of, and the compensation set forth herein includes, (i) all sales, use, excise, value-added, goods and services, business (franchise or privilege), and other taxes of a similar nature incurred by the Supplier; (ii) any taxes imposed on Supplier which are based on revenue, income, net income, net assets, net worth, or capital and any taxes imposed in lieu thereof; (iii) all duties, tariffs, surtaxes, fees, levies, charges or other assessments of whatever nature imposed on the Supplier by governing authorities or any jurisdiction applicable to this Order; and (iv) any and all contributions or taxes for unemployment insurance, social security payments, or other assessments for those persons performing work for Supplier hereunder. When the Supplier passes delivery to the Purchaser in Canada, the Supplier will show, if applicable, any value added tax or sales tax as

separate line items on any invoice and provide its federal value added tax identification number. If it is ever determined that any tax included in the price paid by Purchaser was not required to be paid, Supplier agrees to refund promptly such amount to the Purchaser. Supplier will release, defend, indemnify, and hold the Purchaser harmless from and against any fines, penalties, interest, costs (including attorneys' fees and court costs), charges, fees, losses, damages or liabilities**,** arising from, alleged to arise from, or in any way associated with supplier's failure to comply with the terms of this section**.**

Purchase of Services Tax Withholding: If the Supplier of services performed in Canada is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) Purchaser shall, pursuant to Section 105 of Income Tax Regulation, withhold at the then current rate a percentage of the value of the Services performed in Canada by Supplier as required by Applicable Law. Quebec withholding tax will also apply if Services are rendered in the Province of Quebec.

If the Purchaser is the importer of record of the Deliverables, then the Purchaser will pay any applicable customs duties and fees imposed by governing authorities thereon which are directly attributed to the Purchaser on import. Supplier is responsible and liable for the payment of any anti-dumping duties or countervailing duties imposed by the Canadian customs authority, the Canada Border Services Agency, or a court, or administrative Tribunal of competent jurisdiction based on a determination that, for Canada's *Special Import Measures Act (SIMA)* purposes, antidumping and countervailing duties are applicable. Should the Supplier provide Deliverables which originated in countries subject to SIMA, Supplier will re-imburse Purchaser the SIMA duties.

37. **Governing Law**. This Contract shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein except where the Deliverables are being delivered or performed solely in the Province of Quebec, in which case this Contract shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The parties hereby agree that the *United Nations Convention on Contracts for the International Sales of Goods* will not apply to this Contract.

38. **Use of Siemens' Brand, Trademarks**. The Supplier may not use Purchaser's logo, trademarks, or trade names without the prior written consent of the Purchaser. Further, the Supplier may not issue any public statement, press release, publicity hand-out, or other material relating to the Supplier's provision of the Deliverables to the Purchaser without the prior written consent of the Purchaser.