

**SIEMENS STANDARD TERMS AND CONDITIONS**  
**Consulting Services Addendum**

The terms and conditions of this Addendum are applicable only to the Consulting Services identified in the Proposal and supplements the Standard Terms and Conditions with the following (the terms “Work” and “Service” are used interchangeably to reference what Siemens is providing to the Buyer as detailed in the Proposal):

1. To the extent the Services provided by Siemens constitute consulting services, including analysis of Buyer’s operations, finances, financial transactions or potential capital investment, Siemens’s review of any information provided by Buyer shall in no way serve to transfer to Siemens responsibility or liability for the accuracy, or correctness of such information. Information supplied by Buyer shall be timely submitted to Siemens and Siemens’s advice will be based on and limited by the accuracy, scope, and timeliness of such information. Time and scope limitations inherent in the consulting services preclude definitive verification of factors that may later be shown to have been important. The parties acknowledge that the actual project economic viability and technical performance depend on many factors not within the control of Siemens. Therefore, Siemens specifically does not guarantee, warranty, or otherwise underwrite any project or financial transaction, its economic viability, or its technical performance.
2. Siemens’s consulting services are provided for Buyer’s sole benefit and not for the benefit of or use by any other party. No third party shall be entitled to rely upon Siemens’s work product. The prior written consent of Siemens is required for the use of (or reference to) its report or any other document or information prepared pursuant to the purchase order that may be distributed outside of Buyers’ organization. It is understood and agreed that Siemens’s use of its proprietary computer software, methodology, procedures, or other proprietary information (“Siemens PI”) in connection with a purchase order shall be confidential and does not give Buyer or anyone else any rights with respect to Siemens PI.
3. To the extent consulting services are provided in support of a Buyer financial transaction, Buyer and its advisors shall not use any work product of Siemens or refer to Siemens in any offering circular, memorandum, statement or securities filing, whether in preliminary or final form, unless and until (i) Buyer agrees in writing to indemnify Siemens from any costs, liability, claim or damages resulting from any use of the work product associated with the financial transaction; (ii) Siemens has the right to review and has consented to all references to Siemens and its work product in any such circular, memorandum, statement or securities filing prior to its being published; (iii) Siemens has received from Buyer a verification of data letter, the form and content of which must be reasonably acceptable to Siemens; and (iv) Siemens and third party consultants or agents of Buyer were given and received consent in writing from each other to the references to, and characterizations of, each other and each other’s work product made by any such party in their reports prepared for Buyer with regard to the project. Siemens work product shall remain valid until the earlier of (a) sixty (60) days as from the date of issuance; or (b) a material change occurs after the date of issuance. Any update of the work product after the expiration date shall require a change order.