

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### SIEMENS

#### CHAPTER 1. PROVISIONS COMMON TO THE PURCHASE OF GOODS AND THE PURCHASE OF SERVICES

##### § 1. Definitions

1. The following terms used in the Siemens GTC have the following meanings:
  - 1.1. **Siemens GTC** – these Siemens General Terms and Conditions of Purchase constituting an integral part of each Agreement concluded between Siemens and the Supplier indicated in such Agreement and applicable to such Agreements;
  - 1.2. **Siemens** – Siemens Sp. z o. o. with its registered office in Warsaw, being a Party to the Agreement as ordering and purchasing Goods or Services from the Supplier;
  - 1.3. **Supplier** – an entity being the other party to the Agreement as a seller and deliverer of Goods or Services ordered by Siemens, obliged to perform the Agreement in the scope of delivery of Goods or provision of Services;
  - 1.4. **Party** – Siemens or the Supplier, collectively referred to as the Parties;
  - 1.5. **Order** – an order for the purchase and delivery of Goods or the provision of Services, specified in this Order, placed by Siemens to the Supplier and accepted for performance by the Supplier in accordance with the Siemens GTC;
  - 1.6. **Agreement** – an agreement concerning the sale and delivery of Goods or the provision of Services, concluded by the Parties in the manner referred to in **Paragraph 4. [Agreement]**, by which the Parties understand in particular: Order, Framework Order, Framework Agreement;
  - 1.7. **Framework Agreement** – a framework agreement for the sale or framework agreement for the provision of services, concluded by the Parties in accordance with the Siemens GTC, on the basis of which the Supplier supplies the Goods or Services which are the subject of this Agreement or Siemens places individual Orders or a Framework Order for the purchase and delivery of the Goods or the provision of Services which are the subject of this Agreement;
  - 1.8. **Framework Order** – an open Order concluded by the Parties for a period of one year, in particular for a calendar year or for a shorter period, within which the Supplier delivers the Goods or provides Services, for the value or quantity specified in that order and on the basis of which the Supplier issues VAT invoices for the delivered Goods or Services and receives remuneration, in particular a monthly lump sum remuneration;
  - 1.9. **Goods** – all items being the subject of the Agreement and delivered by the Provider in accordance with the Agreement, in particular items, materials, documents, including those created as a result of the Services provided by the Provider under the Agreement, in any form or on any medium, separately referred to as the Goods;
  - 1.10. **Services** – any services provided to Siemens by the Supplier which are the subject of the Agreement and provided by the Supplier in accordance with the Agreement, separately referred to as the Service;
  - 1.11. **Request for Proposal** – an invitation to submit an offer or offers regarding the sale and delivery of the Goods or the provision of Services, as specified in this invitation, prepared by Siemens, in particular in the form of a "brief" and forwarded to the Supplier;
  - 1.12. **Supplier's Offer** – a proposal for the sale and delivery of Goods or the provision of Services under the terms and conditions specified in this proposal, prepared by the Supplier in response to a Siemens Request for Proposal and submitted by the Supplier to Siemens, on the basis of which Siemens is entitled to place an Order and a Framework Order;
  - 1.13. **Business Days** – days from Monday to Friday, excluding public holidays, separately called Business Day.
2. For the avoidance of doubt, the Parties agree that whenever these Siemens GTC refer to "**conclusion of the Order**" or "**conclusion of**

the Framework Order", this shall be understood as the conclusion by the Parties of the Agreement in the manner referred to in **Section 4. [Agreement]** tag.

##### § 2. General

3. The headings of the points are used only to ensure functionality and greater clarity of the content of these Siemens T&Cs and do not affect the interpretation of these Siemens T&Cs.
4. These Siemens T&Cs form an integral part of any Agreement concluded between Siemens and the Supplier designated in such Agreement.
5. Provisions contained in:
  - 5.1. **Chapter 1** of these Siemens GTC – applies in its entirety to any Agreement, regardless of whether the Agreement relates to the sale and delivery of Goods or the provision of Services;
  - 5.2. **Chapter 2** of these Siemens GTC – shall apply in its entirety to any Agreement for the sale and delivery of the Goods;
  - 5.3. **Chapter 3** of these Siemens GTC shall apply in its entirety to any Agreement for the provision of Services.
6. In the event that the Agreement concerns both the sale and delivery of the Goods and the provision of the Services, the provisions contained in **Chapters 1-3** of these Siemens GTC shall apply to each such Agreement.
7. Any deviation from the application by the Supplier of any provision of these Siemens T&Cs shall require the prior written express consent of Siemens. Any amendment to these Siemens T&Cs made by Supplier without the prior written express consent of Siemens shall not bind Siemens.
8. Conclusion of the Agreement by the Supplier, including the Supplier's confirmation of acceptance of the Order or Framework Order in accordance with **Clauses 25 and 26** and acceptance by the Supplier of the Order or Framework Order in the manner referred to in **Clause 27**. is tantamount to confirmation by the Supplier that it has read these Siemens GTC and the Supplier's acceptance of these Siemens GTC, as well as the Supplier's acceptance that these Siemens GTC apply to the concluded Agreement, including the accepted Order and the Framework Order.
9. Each scope of sale and delivery of Goods or Services is specified in the Agreement concluded between the Parties.
10. To the extent not regulated in the Agreement, these Siemens GTC and the relevant provisions of law, in particular the provisions of the Civil Code, shall apply.
11. In the event of any discrepancy between the content of the Agreement, including these Siemens GTC, and the other documents constituting the Agreement, the provisions of the Agreement, including these Siemens GTC, shall prevail.
12. Any changes, amendments and additions to the Agreement may only be made if expressly accepted by Siemens in writing, electronically or by e-mail, provided that in the case of the Agreement referred to in **Section 31.4.** – any changes, amendments and additions to such an agreement must be made by means of an appropriate annex to the Agreement signed by authorized representatives of both Parties, while maintaining the form required and reserved by the Parties in such agreement for making changes, amendments and additions to it. Siemens is hereby excluded from the implicit acceptance of any amendments, amendments and additions to any and all of the Agreements referred to in Article 682 of the Civil Code. In this respect, the Parties hereby exclude the application of Article 682 of the Civil Code in relation to the Parties.
13. Siemens is bound by the Supplier's general terms and conditions only if Siemens agrees to this in writing (even if they have not been expressly rejected by Siemens) and only to the extent that it complies with the other documents constituting the Agreement, including these Siemens GTC. Acceptance of the supply of Goods or Services and payments made by Siemens does not constitute such consent. Also, Siemens' acceptance of the subject matter of the Agreement shall not be construed as an implied acceptance by Siemens of the Supplier's general terms and conditions, unless Siemens has accepted the Supplier's terms and conditions in writing and explicitly.
14. Any provisions contained in other documents provided by the Supplier (m.in. specifications, data sheets, technical documents, documentation, advertising materials, Order confirmations, Framework Orders or transport documents) with respect to contractual provisions, liability, limitation of the application of the

Agreement or any other provisions that modify the provisions of these Siemens T&Cs shall not apply.

15. Siemens reserves the right to refuse to accept the delivery of the Goods in whole or in part and to resign from the Services in the event of strikes, lockouts or Force Majeure.
16. The Supplier delivers the Goods and provides the Services in accordance with the applicable laws and regulations, the Agreement, these Siemens GTC, in a condition free from defects and not encumbered by the rights of third parties.

### § 3. Procedure for submitting Requests for Proposals and Supplier Offers and confirmation of acceptance of Orders and Framework Orders

17. The basis for submitting an Order and a Framework Order by Siemens is:
  - 17.1. Framework Agreement , or
  - 17.2. Supplier's offer, or
18. Siemens is entitled to provide the Supplier with separate Requests for Proposal in writing, electronically or by e-mail.
19. The Supplier undertakes to confirm receipt of the Request for Proposal in writing, electronically or by e-mail and to provide information on the acceptance of the Request for Proposal, within 24 (say: twenty-four) hours counted from the moment of receipt of the Request for Proposal from Siemens. The Parties agree that the Provider's failure to provide information in this regard shall be deemed to be acceptance of the Request for Proposal.
20. In the event that the Supplier accepts the Request for Proposal, the Supplier shall respond to the Request for Proposal in the form of the Supplier's Offer in writing, electronically or by e-mail, within the time limit indicated in this Request for Proposal, and in the absence of such a deadline in the Request for Proposal – within 5 (say: five) Business Days counted from the date of transmission of the Request for Proposal to the Supplier by Siemens. The Parties agree that in the event of failure by the Supplier to respond within the above period, Siemens shall have the right to cancel the Request for Proposal.
21. If Siemens does not raise any objections or proposals for changes or additions to the Supplier's Offer, Siemens will present the Supplier with an Order or a Framework Order on the basis of such offer. The Parties agree that Siemens' failure to respond to the Supplier's Offer, including the failure of Siemens to present the Supplier with the Order or the Framework Order, shall be deemed to be a refusal (rejection) of the Supplier's Offer by Siemens (which does not exclude the possibility for the Parties to conduct further negotiations to agree on the final content of the Supplier's Offer).
22. If Siemens raises objections, proposals for changes or additions to the Supplier's Offer, this offer is subject to further negotiation by the Parties. In the event that the Parties do not agree on the final content of the offer referred to in the preceding sentence, Siemens is entitled to cancel the Request for Proposal.
23. If the Parties agree on the final content of the Supplier's Offer, Siemens will present the Supplier with an Order or a Framework Order on the basis of such offer. The Parties agree that Siemens' failure to respond to such Supplier Offer, including Siemens' failure to present the Supplier with an Order or Framework Order, shall be deemed to be a final refusal (rejection) of the Supplier's Offer by Siemens.
24. If Siemens presents a Supplier with an Order or a Framework Order based on a Supplier Offer, Siemens will specify in such Order in particular:
  - 24.1. the type and scope of the Goods or Services to be supplied;
  - 24.2. the assumptions, terms and conditions of sale and delivery of the Goods or the provision of Services;
  - 24.3. the expected date of delivery of the Goods or Services;
  - 24.4. other expectations regarding the Services you request that are relevant to Siemens.
25. The Supplier is obliged to confirm to Siemens each time that it has accepted the Order or the Framework Order, respectively, within the time limit specified in this Order or the Framework Order, respectively, and in the absence of such a deadline in the Order or Framework Order, respectively – no later than within 5 (say: five) Business Days counted from the date of submission of the Order or the Framework Order by Siemens. The Supplier confirms to Siemens the acceptance of the Order or the Framework Order, respectively, by submitting to Siemens a statement of acceptance of such order in writing, electronically or by e-mail, to the address indicated by Siemens in such order, whereby the Parties agree that the form of the Supplier's declaration of acceptance of the Order or the Framework Order shall in each case be analogous to the one in which such order was placed by Siemens. The Supplier confirms

to Siemens the acceptance of the Order or the Framework Order, as appropriate, acting through a person authorized to act on behalf of the Supplier. The Supplier's declaration of acceptance of the Order and the Framework Order should indicate, in particular, the date, name and surname and the position or function of the person making such a statement on behalf of the Supplier.

26. The Order and the Framework Order may be accepted by the Supplier only without any reservations, additions or changes, therefore the Parties hereby exclude the application of Article 681 of the Civil Code in relation to the Parties. Any reservations, additions or changes made by the Supplier to the content of the Order or Framework Order or to the acknowledgment of acceptance of the Order or Framework Order that modify, supplement the Order or the Framework Order or otherwise differ from the terms and conditions set forth in the Order or Framework Order submitted by Siemens and these Siemens GTC, shall be deemed to be non-proprietary and shall not bind any of the Parties, and the Agreement shall be deemed to have been concluded on the terms and conditions set forth in the Order or in the Framework Order submitted by Siemens, respectively.
27. Failure by the Supplier to confirm receipt of the Order or Framework Order within the required period referred to in **clause 25**, shall be deemed to have been accepted by the Supplier of the Order or the Framework Order, respectively, under the terms and conditions set forth in that Order and in these Siemens GTC, provided that Siemens has, at its sole discretion, the right to cancel such Order.
28. Immediately after the conclusion of the Agreement by the Parties on the basis of the Order or the Framework Order, Siemens will send to the Supplier in writing, electronically or by e-mail, a confirmation of the conclusion of the Order or the Framework Order, respectively, stating the number applicable to that order ("**Purchase Order**" / "**PO**"). At this moment, the Supplier is entitled to proceed with the performance of the Agreement, which the Supplier hereby accepts and confirms.
29. The parties agree and acknowledge that the Supplier has no right or obligation to take any factual action to commence the performance of the Agreement, including the Purchase Order and the Framework Order, without first receiving a Purchase Order from Siemens. In the event that the Supplier performs the Agreement without first receiving a Purchase Order from Siemens, Siemens shall not be obliged to cover any costs arising from the performance of the Agreement by the Supplier.
30. The Supplier shall perform each Agreement on the terms and conditions resulting from its content and in accordance with these Siemens GTC.

### § 4. Agreement

31. By the Agreement the Parties shall mean:
  - 31.1. An Order or Framework Order placed by Siemens and confirmed by the Supplier in writing, electronically or by e-mail in accordance with **Sections 25 and 26**, subject to **point 33.**;
  - 31.2. An order or a Framework Order placed by Siemens and accepted by Supplier in the manner referred to in **Section 27**, unless Siemens has cancelled such order;
  - 31.3. an offer within the meaning of Article 66 of the Civil Code submitted in writing, electronically or by e-mail by the Supplier and accepted by Siemens without any reservations, proposals for changes or additions to this offer. The parties thus exclude the application of Article 68<sup>1</sup> and Article 68<sup>2</sup> of the Civil Code to such an offer;
  - 31.4. a document signed by the Parties concerning the sale and delivery of Goods or the provision of Services, in written or electronic form, in particular the Framework Agreement.
32. The Agreement on the basis of the Order or the Framework Order shall be concluded by the Parties:
  - 32.1. in the case referred to in **point 31.1.** – upon delivery to Siemens of confirmation of acceptance by the Supplier of the Order or Framework Order, subject to **clause 33**;
  - 32.2. in the case referred to in **point 31.2.** – upon the expiry of the required period referred to in **point 25.** for confirmation by the Supplier of acceptance of the Order or the Framework Order, unless Siemens has cancelled such order.
33. If the Parties are in a stable business relationship, in particular the Parties have concluded a Framework Agreement, the failure of the Supplier to immediately confirm the Order or the Framework Order shall be deemed to have been accepted by the Supplier as appropriate, under the conditions specified in that Order and in these Siemens GTC, provided that Siemens has the right to cancel such Order at its sole discretion. In such a case, the Agreement on the basis

of the Order or the Framework Order shall be deemed to have been concluded by the Parties, with the expiry of time for the Supplier to confirm such order without delay.

34. Offers made by the Supplier that are not accepted by Siemens do not give rise to any financial claims against Siemens. Failure by Siemens to respond to the offer cannot be considered as acceptance of the offer.
35. In the case of an Agreement entered into by persons not authorized by Siemens, Siemens is not obliged to cover any costs arising from the concluded Agreement.
36. For the avoidance of doubt, the Parties confirm that Siemens is not obliged to award Orders of a certain value or quantity during the term of the Framework Agreement, including in a given calendar year.
37. Until Siemens accepts the offer referred to in **Section 31.3.**, the Supplier has no right or obligation to undertake any factual actions aimed at commencing the delivery of the Goods or Services that are the subject of such an offer.

## § 5. Subcontractors

38. The Supplier performs the Agreement independently (personally) or with the involvement of its own staff, which should be understood as natural persons employed by the Supplier on the basis of an employment contract.
39. In the event that the Supplier delegates its own staff to perform the Agreement, the Supplier ensures that the persons who are members of the Supplier's staff delegated to perform the Agreement will have the necessary and professional knowledge, qualifications, skills and experience, necessary and sufficient for the proper performance of the Agreement, in particular an appropriate profile of professional competences necessary for the performance of the Agreement.
40. The Supplier shall exercise due diligence in the selection of subcontractors and ensure that the performance of all or part of the Agreement or individual activities resulting from the Agreement will be entrusted only to such subcontractors who possess the necessary and professional knowledge, qualifications, skills and experience, necessary and sufficient for their proper performance and guarantee their proper performance.
41. The Supplier may not engage any third parties (entities) not belonging to the Supplier's own personnel as subcontractors and entrust them with the performance of all or part of the Agreement or individual activities resulting from the Agreement, without obtaining the unambiguous, prior written consent of Siemens, which Siemens may grant or may, to the extent that Siemens may grant or may, to the extent that at its own discretion, refuse, under pain of Siemens' right to withdraw from the Agreement in whole or in part, at Siemens' discretion, and to pursue claims for damages suffered by Siemens. The right of withdrawal referred to in the previous sentence may be exercised by Siemens within 3 (say: three) months from the date on which Siemens became aware of the above reason for withdrawal.
42. For the purposes of these Siemens GTC, a subcontractor shall be any third party (third party) cooperating with the Supplier on the basis of a contract of mandate, contract for specific work, cooperation agreement or other civil law agreement, including as part of a sole proprietorship or civil partnership, regardless of whether the cooperation with the Supplier is performed on a permanent or occasional basis.
43. For the purposes of these GTC, Siemens, controlled, affiliated, subsidiary companies or in which the Supplier has any ownership interest, and companies belonging to the Supplier's capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection, are considered to be subcontractors.
44. In order to request that Siemens grant consent to engage a subcontractor referred to in **clause 41**, the Supplier is obliged to notify the Siemens subcontractor, indicating the name and address of the subcontractor and the scope of work that the Supplier intends to commission to the subcontractor. Siemens will verify such notification and agree to engage such subcontractor or refuse consent – at the discretion of Siemens – in particular in the event that the subcontractor does not provide a warranty of the proper performance of all or part of the Agreement or individual actions resulting from the Agreement, respectively.
45. The Supplier engages subcontractors each time at the Supplier's expense, risk and liability.
46. Notwithstanding Siemens' consent to the involvement of a subcontractor, the Supplier remains solely responsible for the proper selection of subcontractors.
47. Siemens' consent to Supplier subcontracting shall not create any

obligations of Siemens towards such subcontractor and shall not exclude Supplier's full and exclusive liability to such subcontractor. For the avoidance of doubt, the Parties confirm that Siemens is not jointly and severally obliged with the Supplier to pay remuneration to the subcontractor for the performance of all or part of the Agreement or individual activities resulting from the Agreement, respectively.

48. The Supplier shall be liable to Siemens for the acts and omissions of each subcontractor as for its own acts and omissions.
49. Notwithstanding the consent of Siemens to engage a subcontractor, the entrustment by Supplier of the performance of all or part of the Agreement or individual activities resulting from the Agreement to a subcontractor, it shall not relieve Supplier of its liability to Siemens for the performance of any of Supplier's obligations under the Agreement or under the law. In the event that a subcontractor fails to fulfill its obligations, the Supplier remains fully liable to Siemens for the performance of the subcontractor's obligations.
50. The Supplier's liability to Siemens for the acts and omissions of each of the subcontractors, referred to in **points 45 to 49**, also includes:
  - 50.1. keeping confidential by each subcontractor of the Confidential Information provided to it referred to in **Section 21. [Confidentiality]** – where such information is provided to the subcontractor, and
  - 50.2. compliance by each subcontractor with the regulations and the performance of the obligations referred to in **Paragraph 22. [Personal Data Protection]**, in the course of the performance of the Agreement, in particular the performance of the obligation to keep personal data confidential and not to process such data in any manner other than in accordance with the Siemens guidelines, if the subcontractor gains access to personal data as part of the performance of the Agreement.
51. The Supplier, by engaging each subcontractor, will impose on the Supplier the obligation to comply with all rules, rules and obligations set out in the Agreement, to the extent that they will relate to the scope of work of a given subcontractor, while remaining a guarantor of their performance and compliance by the subcontractor.

## § 6. Warranty and warranty

52. The Provider ensures that the Goods or Services provided by the Supplier (depending on whether the subject of the Agreement is the delivery of the Goods, Services or Goods and Services) are free from any defects. To the extent not otherwise stipulated in these Siemens GTC and in the Agreement, the provisions of the Civil Code shall apply.
  53. In the event of defects, the Supplier shall be obliged, at its own expense and risk and at the discretion of Siemens, to repair the defective Goods or defective Services (i.e. to remove the defects) or to re-perform the defective Goods or Services (i.e. to replace). Siemens' decision in this regard will be made in a rational manner. In the event that the Supplier fails to remedy any defect (i.e. fails to repair) or fails to re-perform the defective Goods or Services (i.e. fails to replace), Siemens shall have the right to:
    - 53.1. withdraw from the Agreement in whole or in part at its discretion [Siemens may exercise the right of withdrawal within 6 (say: six) months from the day on which it became aware of the above reason for withdrawal], or
    - 53.2. request a reduction in the price/contractual remuneration, or
    - 53.3. entrust the removal of the defect to a third party at the Supplier's expense and risk, and
    - 53.4. claim compensation for improper performance of services by the Supplier.
- Notwithstanding the above, the Supplier bears the costs and risks associated with the removal of defects and the re-performance of defective Goods or Services (e.g. return costs, transport costs, disassembly and reassembly costs).
54. Notwithstanding any other rights of Siemens under the Agreement, these Siemens T&Cs or the law, the Supplier shall provide Siemens with a quality guarantee for the Goods or Services provided by Siemens (depending on whether the subject of the Agreement is the delivery of the Goods, Services or Goods and Services) for the period specified in **Clause 186 and Clause 236, respectively**.
  55. On the basis of the warranty provided by the Supplier, Siemens is entitled, at its option, to demand immediate and free repair (restoration of the proper condition) of the defective Goods or Defective Service or the re-performance of the defective Goods or Defective Service (depending on whether the subject of the Agreement is the delivery of the Goods, Services or Goods and Services), and compensation, including reimbursement, for expenses incurred and damages incurred as a result of the delivery, respectively, defective Goods or Services. Siemens does not agree to

- any limitations on this obligation.
56. If the Goods or Services are delivered to a Siemens customer, if the defects (complaints) are reported by the customer and acknowledged by Siemens, the Supplier is obliged, within the required period, not longer than the period binding Siemens towards the customer, to deliver the Goods or Services free of defects at its own expense and risk, respectively, and in the event of Siemens requesting a price reduction or withdrawal from the Agreement, Siemens to be compensated for the damages resulting therefrom.
57. Additional rights or other statutory rights remain unaffected.

## § 7. Remuneration. Additional costs

58. For the due (correct and timely) performance of the Agreement by the Supplier, in accordance with the Agreement and these Siemens GTC, Siemens will pay the remuneration specified in the Agreement to the Supplier, provided that the conditions specified in the Agreement and in these Siemens GTC are met.
59. If, as a result of the performance of the Agreement, works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (hereinafter referred to as **"Copyright"**) are created **on the part of the Provider**, and if, as part of the performance of the Agreement, the copyright to the aforementioned works is transferred to Siemens or Siemens is granted a license to these works or the rights to a copy or medium are transferred, on which the work has been recorded for the benefit of Siemens, the remuneration specified by the Parties in the Agreement (price) includes the total remuneration due to the Supplier under these rights, and the Supplier transfers to Siemens all economic copyrights or grants licenses to Siemens in all fields of exploitation known at the time of the conclusion of the Agreement, in particular those indicated in the provisions of Articles 50 and 74(4) of the Copyright Law.
60. Any additional costs arising from the Agreement, which are not covered by the remuneration specified in the Agreement, will be separately agreed with Siemens in writing or by e-mail and require the prior express approval of Siemens in writing or by e-mail.

## § 8. Payment

61. All VAT invoices issued by the Supplier and other correspondence must contain the full company name and address of Siemens, Purchase Order number, name of the Goods or Service, quantities, PKWU number and be duly signed (i.e. by persons duly authorized). Failure to include any of the above on the VAT invoice may result in the payment of the VAT invoice being delayed or rejected by Siemens. VAT invoices must be made in duplicate. VAT invoices from a country other than Poland must include a customs tariff number. If hourly wages are agreed, the corresponding timesheets countersigned by Siemens are subject to attachment to the VAT invoice.
62. The Supplier declares that VAT invoices sent electronically are issued and sent in accordance with the requirements of tax law. The authenticity of the origin, integrity of the content and legibility of the content of the electronic invoice is ensured by the use of a qualified electronic signature or business controls that establish a reliable audit trail between the invoice and the provision of the Services.
63. The Supplier is obliged to include the internal Purchase Order number on the VAT invoice, with the proviso that the number cannot be added to the invoice by hand.
64. The Supplier assures that under no circumstances will the same VAT invoice, duplicate or correction (i.e. documenting the same economic event) be sent to Siemens simultaneously in the form of a paper and electronic invoice.
65. The Supplier undertakes to send VAT invoices in accordance with the following rules:
- The invoice will be issued in pdf format.;
  - The pdf file format will conform to PDF specification 1.4 or later;
  - If additional correspondence (e.g. protocol, specification, etc.) is to be attached to the invoice, it must be scanned together with the invoice in one attachment;
  - The number of attachments sent in an email cannot exceed 10;
  - In the subject line of the email, please include the Siemens invoice number or order number;
  - The maximum size of an attachment is 10 MB;
  - The maximum invoice format is A3;
  - Document encryption is not allowed;

- It is not allowed to protect documents with a password;
  - It is not allowed to send an invoice that is an image. The file must be in a format that allows copying the components of the invoice tzw. PDF text format.
66. Siemens will make payments on the basis of a correctly issued VAT invoice. An invoice issued incorrectly shall be understood in particular as an invoice indicating the payment of the Supplier's account that fails to pass a positive verification with the VAT taxpayers' database maintained by the Head of the National Tax Administration (the so-called White List) on the date of receipt of such an invoice by Siemens or on any day between the date of receipt of the invoice and the date of performance of the service by Siemens. Siemens reserves the right to withhold payments in a situation where, on the day of ordering the transfer, the Supplier's bank account does not pass a positive verification with the VAT taxpayers' database maintained by the Head of the National Tax Administration.
67. In the circumstances provided for in **point 66.**, Siemens shall be exempt from the obligation to pay the Supplier any interest for late payment in commercial transactions by the later of the following dates:
- 14 (in words: fourteen) days from the date of providing by the Provider a correct, positively verified bank account with a database of VAT taxpayers maintained by the Head of the National Tax Administration, or
  - the payment deadline provided for in the Agreement,
- which the Parties hereby acknowledge.
68. Siemens also reserves the right to seek compensation for damages in the event of a tax penalty for errors in the Supplier's bank accounts.
69. Insofar as the Supplier is required to provide material tests, test protocols or quality control documents or any other documentation, they shall be deemed to form part of the requirements for the completeness of the delivery of the Goods or the performance of the Service.
70. The starting date for the running of the deadline for payment of the remuneration specified in the Agreement, respectively, for the Goods delivered by the Supplier or due performance of the Service by the Provider, shall be the date of effective delivery to Siemens (i.e. the date of receipt by Siemens) of a correctly issued VAT invoice.
71. The date of payment of remuneration is understood as the day on which the Siemens bank account is debited.
72. If the payment is made within 45 (say: forty-five) days from the date of receipt of a correctly issued VAT invoice, Siemens is entitled to a discount of at least 0.5% on the value of this gross invoice, for payment within 30 (say: thirty) days, Siemens is entitled to a discount of at least 1% on the value of this gross invoice, and for payment within 14 (say: fourteen) days, Siemens is entitled to a discount of at least 1.5% on the value of this invoice gross.
73. The discount is also available in the event of deduction or deduction by Siemens of receivables due to defects. The payment deadline runs from the moment the defects are fully rectified.
74. Payment does not constitute a confirmation that a given delivery of the Goods or Services has been performed in accordance with the Agreement.
75. Siemens shall not be liable for any delay in payment of the VAT invoice caused by its deficiencies, in particular the failure to include the data specified in **clause 61 on the invoice**.
76. Siemens declares that it is a large enterprise within the meaning of the Act of 8 March 2013 on payment deadlines in commercial transactions, which as of 1 January 2020 received the name of the Counteracting Excessive Delays in Commercial Transactions.

## § 9. Liability and contractual penalties

77. The Supplier shall be liable for non-performance or improper performance of the Agreement, including these Siemens GTC, on the terms set forth in the provisions of law, the Agreement, including these Siemens GTC.
78. In cases where the Agreement, including these Siemens GTC, reserves the right of Siemens to charge a contractual penalty for non-performance or improper performance by Supplier of the Agreement, including these Siemens GTC, the Supplier shall pay Siemens the contractual penalties set forth in the Agreement, including these Siemens GTC.
79. Siemens is entitled to claim damages in excess of the contractual penalty referred to in **point 78** up to the amount of the damage actually suffered.
80. The exercise of the right to withdraw from or terminate the Agreement shall not affect Siemens' rights to pursue contractual penalties provided for in the Agreement, including these Siemens GTC, and supplementary damages.
81. The failure of Siemens to exercise its rights in the event of a breach of

the Agreement by the Supplier shall not be considered by the Parties as a waiver of such rights in respect of both past and future breaches.

82. In cases of non-performance or improper performance by the Supplier of the Agreement, including these Siemens GTC, for which a contractual penalty has not been provided for in the Agreement, including these Siemens GTC, the Supplier shall be liable for non-performance or improper performance of the Agreement, including these Siemens GTC, on general terms up to the full amount of the damage suffered by Siemens.
83. Supplier shall be liable for all costs, expenses and damages incurred by Siemens as a result of Supplier's breach of the Agreement, including these Siemens T&Cs.

## § 10. Deadlines for the implementation of the Agreement and contractual penalty for breach of deadlines

84. In the event of delays in the delivery, execution, repair, removal of defects or re-performance of the defective Goods or Services, Siemens will be immediately informed by the Supplier and its decision as to the calculation of contractual penalties will be communicated to the Supplier.
85. The acceptance by Siemens of a delayed delivery of the Goods or Services does not result in Siemens losing its rights in this respect or waiving any claims.
86. In the event of becoming aware of a possible delay in the delivery of the Goods or Services, but no later than on the date of such delivery resulting from the Agreement, the Supplier undertakes to inform Siemens in writing or by e-mail about the delay, its reasons and to indicate a new expected date for such delivery.
87. Unless otherwise agreed in the Agreement, if there is a delay in the delivery of the Goods or Service, the removal of defects thereof or the re-performance of the defective Goods or Service, Siemens may charge a penalty for each commenced Business Day of delay in the amount of 1% (in words: one percent) of the contract price (contractual remuneration), but in total not more than 100% (in words: one hundred percent) of the total contract price (contractual remuneration). The reservation of the contractual penalty does not exclude Siemens' right to claim damages exceeding the amount of the reserved contractual penalty on general terms. In the event of delay, Siemens is entitled, notwithstanding the calculation of a contractual penalty, to withdraw from the Agreement in accordance with **Sections 101 and 102** of these Siemens GTC.
88. The calculation of a contractual penalty by Siemens does not release the Supplier from the obligation to deliver the Goods or Services. A contractual penalty may still be claimed if the reservation of rights was made no later than on the date of final payment.
89. Additional rights or other statutory rights remain unaffected.

## § 11. Force majeure

90. The Supplier is not entitled to withhold the delivery of any Goods or the provision of any Services, subject to the provisions contained in the following clauses.
91. "**Force Majeure**" within the meaning of these Siemens T&Cs means any event external to the Party, beyond the reasonable control of the Party, independent of the Party's will and knowledge, which the Party could not have foreseen, which the Party could not have prevented or effectively prevented with due diligence and which results in the Party (hereinafter referred to as the "**Affected Party**") is unable to perform or duly perform, in particular on time, all or part of its obligations under the Agreement. Force Majeure includes, in particular, hostilities, riots, riots, acts of terrorism, natural disasters, epidemics, mobilizations, strikes, lock-outs, border closures, legal acts or decisions of authorities or public administrations, as well as embargoes. The Parties confirm that strikes by the employees of the Parties and the lack of permits necessary for the performance of the Agreement of an individual nature are not considered Force Majeure.
92. If the non-performance or improper performance by the Affected Party, in particular on time, of all or part of the obligations arising from the Agreement, is caused by Force Majeure, the Affected Party shall not be liable to the other Party for the non-performance or improper performance of such obligations, provided that in such a case the Affected Party shall not have breached its obligations under the Agreement solely for the period and to the extent necessary to overcome the effects of a Higher Power.
93. If a Force Majeure event causes the Affected Party to breach the

obligations referred to above, the Affected Party:

- 93.1. immediately, but not later than within 3 (say: three) days from the date of occurrence of such Force Majeure event, notify the other Party in writing of the occurrence of such Force Majeure event, under pain of loss of the right to invoke Force Majeure, and state the actual or probable impact of the Force Majeure event on the fulfilment of obligations covered by the Agreement, indicating the expected period, where it will not be possible to meet those obligations, and indicate the measures that would need to be taken to reduce or eliminate such impact,
  - 93.2. take reasonable and necessary actions aimed at overcoming or limiting the effects of Force Majeure's action in the performance of obligations arising from the Agreement,
  - 93.3. immediately notify the other Party in writing of the cessation of the Force Majeure event or its consequences, under pain of losing the right to invoke Force Majeure,
  - 93.4. immediately after the cessation of the Force Majeure event or its consequences, it will undertake the performance of the obligations provided for in the Agreement, subject to **clause 96**.
94. The Parties shall agree on the manner of proceeding in relation to a Force Majeure event, which may consist in extending the deadline for the performance of obligations under the Agreement, the performance of which is affected by Force Majeure, by the duration of the Force Majeure or its effects.
  95. While waiting for the continuation of the performance of the obligation by the Affected Party, the performance of which has been suspended for the duration of the Force Majeure, the other Party is entitled to suspend the performance of its obligations.
  96. In the event that one or more Force Majeure events or their effects are of a long-term nature, resulting in non-performance of obligations arising from the Agreement, the performance of which is influenced by Force Majeure, for a total period longer than 1 (in words: one) month, the Parties shall conduct negotiations in order to determine the further performance or termination of the Agreement. The negotiations referred to in the preceding sentence shall be deemed to have been concluded without effect if, after the lapse of 10 (say: ten) Business Days from the date of their commencement, the Parties fail to reach an agreement. In the event of unsuccessful conclusion of negotiations within the period specified in this clause, Siemens shall be entitled to withdraw from the Agreement, in whole or in part, at the sole discretion of Siemens. Siemens may exercise the right of withdrawal referred to in this clause within 6 (say: six) months from the date on which it became aware of the contractual reason for the withdrawal.

## § 12. Termination

97. The Agreement may be terminated at any time by agreement of the Parties.
98. The Agreement may be terminated by Siemens, without giving any reason, with a 3-month (say: three-month) notice period, with effect at the end of the calendar month.
99. Siemens has the right to terminate the Agreement with immediate effect, without notice, in the event of compelling reasons, including, but not limited to:
  - 99.1. gross breach of the provisions of the Agreement by the Provider,
  - 99.2. repeated or continuous breaches by Supplier of the Agreement, if Siemens has called on Supplier to cease the breach in the manner referred to in **Section 100**. and after removing the violation within the period indicated in this clause, the Provider has again violated the indicated provision of the Agreement;
  - 99.3. breach by the Provider of the obligation of confidentiality referred to in **Section 21. [Confidentiality]**;
  - 99.4. the Supplier's failure to perform or improperly perform any of the obligations provided for in **Section 47. [Ensuring due performance of the Agreement]**, including the failure of Siemens to provide the required security within the time limit specified in this paragraph, despite Siemens sending an additional written request to the Supplier to perform or to duly perform a given obligation within an additional 7-day (say: seven-day) period;
  - 99.5. in the event that the Supplier divides its business, merges with another company or sells it.
100. In the event of the occurrence of important reasons referred to in **Sections 99.1.-99.4.**, Siemens is entitled to terminate the Agreement with immediate effect after prior notice to the Supplier to remedy the breach and to set an additional 14-day (in words: fourteen-day) period

counted from the date of receipt of the request by the Supplier and the ineffective expiry of such a deadline.

101. In addition to the statutory right of withdrawal, Siemens may withdraw from the Agreement in whole or in part, at Siemens' sole discretion, in the event that:
- 101.1. The Supplier is delayed in the delivery of the Goods or the performance of the Service and such delay – despite an appropriate reminder from Siemens – lasts longer than 2 (in words: two) weeks after receipt of such reminder, or
  - 101.2. the Supplier cannot reasonably be expected to comply with the Agreement for reasons attributable to the Supplier, taking into account the circumstances of the case and the interests of both Parties, in particular in the event of a deterioration in the Supplier's financial situation, thus jeopardising the proper fulfilment of the Supplier's obligations under the Agreement, or
  - 101.3. The Supplier declares that it will not perform the Agreement, or
  - 101.4. a bankruptcy petition is filed against the Supplier or there are grounds for declaring the Supplier's bankruptcy, liquidation of the Supplier is opened or bankruptcy or enforcement proceedings or other similar proceedings are initiated.
102. Right of withdrawal referred to in point 101., Siemens may perform within 6 (say: six) months from the date on which it became aware of the contractual reason for the withdrawal.

### § 13. Materials provided, information

103. Materials and information, including data files and software, provided by or developed for Siemens remain the property of Siemens and should be stored, labeled as the property of Siemens and administered separately at no cost to Siemens. Their use is limited to the Agreement only. Such materials and information may not be shared with any third party or any third party. The Supplier will provide replacement parts in the event of a decrease in value or loss for which the Supplier is responsible, even in the case of ordinary negligence. This also applies to the transfer of assigned material.
104. The processing or transformation of materials and information is carried out on behalf of Siemens. Siemens immediately becomes the owner of a new or remanufactured product. If this is not possible for legal reasons, Siemens and the Supplier hereby agree that Siemens will own the new product for the entire duration of its processing or transformation. The supplier will store the new product in a safe manner for Siemens at no additional cost, thus fulfilling the due diligence obligation required of a professional entity.

### § 14. Oprogramowanie typu Open Source Software

105. Supplier shall inform Siemens at the latest at the time of entering into the Agreement whether the Goods or Services provided accordingly contain components of Open Source Software ("OSS").
106. In the context of this provision, "OSS Components" means any software, hardware or other information that is made available free of charge by a particular licensor to any user under a license with the right to modify or distribute. If, as applicable, the Goods or Services provided by Provider contain OSS components, Supplier will comply with all applicable open source license terms and will grant further sublicenses to Siemens and provide any information Siemens needs to comply with the applicable license terms. The Supplier shall provide Siemens immediately after the conclusion of the Agreement in particular:
- a) a schedule of all OSS components used, indicating the appropriate license, its version, and a copy of the full text of such license, as well as a copyright reference. Such a timetable must have an understandable structure and include a table of contents,
  - b) the full source code of the relevant OSS, including scripts and environment generation information, as required by the applicable OSS conditions.
107. Supplier shall inform Siemens in writing at the latest at the time of entering into the Agreement whether any OSS licenses used by Supplier may be subject to a copyleft effect that could affect the Supplier's Goods. In the context of this provision, "Copyleft Effect" means that the provisions of the OSS license require that certain Supplier's Goods, as well as any Goods obtained from them, may only be distributed in accordance with the terms of the OSS license, e.g. only in the event of disclosure of the source code. In

the event that any OSS licenses used by the Provider are subject to the "Copyleft Effect" defined above, Siemens has the right to cancel the Agreement within 2 (in words: two) weeks from receipt of this information.

### § 15. Corporate Responsibility in the Supply Chain

108. The Supplier shall comply with the principles and requirements of the "Siemens Supplier Code of Conduct" annexed to the Agreement (hereinafter referred to as the "Code of Conduct").
109. At the request of Siemens, Supplier shall provide no more frequently than once a year at its option either (i) a written self-assessment in the form proposed by Siemens or (ii) a written report approved by Siemens describing the actions taken by Supplier to comply with the requirements of the Code of Conduct.
110. At the request of Siemens, the Supplier shall submit the financial statements of its operations for the financial year within 5 (say: five) Business Days.
111. Siemens and its authorized representatives or agents and/or a third party appointed by Siemens reasonably acceptable to the Supplier shall be entitled (but not obligated) to carry out inspections, including at the Supplier's premises, to confirm Supplier's compliance with the requirements of the Code of Conduct.
112. An inspection may be carried out after prior appropriate notice to the Supplier by Siemens, during business hours, in accordance with applicable data protection laws. It may not unreasonably interfere with the Provider's operations or violate any of the confidentiality agreements concluded by the Provider with third parties. The supplier should cooperate with the inspectors to the extent appropriate. Each Party shall bear its share of the costs in respect of such inspections.
113. Notwithstanding the rights and remedies available to Siemens, in the event of: (i) Supplier's serious or repeated breach of the Code of Conduct, or (ii) Supplier's denial of the right to inspect referred to in Section 111., upon reasonable notice to Supplier and given reasonable remedy, Siemens may unilaterally terminate the Agreement and/or any order placed under the Agreement without incurring any liability thereof.
114. Serious violations include, but are not limited to, child labour, corruption and bribery, and violations of the Environmental Code of Conduct. The provisions regarding the setting of a deadline and the provision of the opportunity for the Provider to take remedies do not apply to violations of the requirements and rules relating to child labor enshrined in the Code of Conduct, or cases of intentional violation of the requirements of the Code of Conduct in the field of environmental protection.

### § 16. Siemens Supplier Code of Conduct, Supply chain security

115. The Provider is obliged to comply with the laws applicable in the relevant legal systems. In particular, the Supplier must not engage, either actively or passively, directly or indirectly, in any form of bribery, in violations of the fundamental human rights of employees or in the exploitation of child labour. In addition, the Supplier takes responsibility for the health and safety of its employees and should comply with applicable minimum wage requirements. The supplier undertakes to act in accordance with the applicable environmental regulations. The supplier will take appropriate measures to avoid the use of so-called conflict minerals and ensure transparency about the origin of the raw materials. The supplier should reduce emissions of air pollutants (especially CO<sub>2</sub>) and protect natural resources such as soil, water and air. The Supplier shall provide a protected complaints mechanism to report possible violations of this Code of Conduct and shall make every effort to disseminate the principles of the Code of Conduct set forth herein to its suppliers and third parties (entities), i.e. subcontractors, involved in the performance of the Agreement in accordance with Section 5. [Subcontractors].
116. The supplier should issue the necessary organizational instructions and apply appropriate measures, especially with regard to the security of facilities, the packaging and transport process, contractors, personnel and information – in order to guarantee the security of the supply chain in accordance with the requirements set out in the relevant internationally recognized initiatives based on the WCO SAFE Framework of Standards, e.g. AEO, CTPAT.
117. The Supplier is obliged to protect the Goods and Services provided to Siemens or to third parties designated by Siemens against access by third parties. The Supplier shall employ only trustworthy employees to operate these Goods and Services and oblige any subcontractors (subcontractors) to apply equivalent security measures.
118. In addition to other rights and remedies available to Siemens, Siemens may withdraw from the Agreement or any order placed

under it (in particular in the case of the Framework Agreement) in the event of Supplier's failure to comply with these obligations. The right of withdrawal referred to in the previous sentence may be exercised by Siemens within 6 (say: six) months, counting from the day on which it became aware of the above reason for withdrawal. However, to the extent that it is possible for the Supplier to remedy the breach of these obligations, Siemens' right of withdrawal shall be subject to the condition that the Supplier does not remedy such breach within an appropriate additional period of time set by Siemens.

119. The supplier declares that it does not participate in a fraudulent and illegal business venture aimed at VAT fraud.
120. The supplier undertakes to exercise due diligence in the selection of subcontractors (subcontractors), in particular, observing due diligence that may be required of an honest entrepreneur, it will verify its subcontractors (subcontractors) for the circumstance that they do not participate in a dishonest and illegal business venture aimed at VAT fraud.
121. In the event that the statement specified in point 119. is found to be false or the commitment set out in point 120. is not fulfilled by the Supplier, as a result of which Siemens will suffer material damage as a result of the application of the provisions on joint and several liability set out in Section X to Siemens (a) of the Act of 11 March 2014 on the Tax on Goods and Services "Tax liability of the purchaser in special cases" (consolidated text of 2011 Journal of Laws of 2011 No. 177, item 1054, as amended), the Supplier shall reimburse Siemens the entire amount collected by the competent tax authority from Siemens on the basis of the above provisions on joint and several liability, together with interest from the date of payment of the receivables to the State Treasury by Siemens.

## § 17. Environmental protection, notification obligation, dangerous goods

122. In the case of the supply of Goods by the Supplier or the supply of Goods in the course of the provision of Services that are permissible under the law but are nevertheless subject to statutory restrictions or information requirements for certain substances (e.g. REACH, RoHS), the Supplier shall report these substances in the online database BOMcheck (<https://www.bomcheck.net/>) or in a reasonable form specified by Siemens no later than the date of first delivery of such Goods. The above applies only with respect to the provisions of the law applicable to the Supplier's or Siemens' registered office or the delivery place indicated by Siemens.
123. In addition, the Supplier must also notify all substances listed in the "<https://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list>" in force at the time of delivery, as described above.
124. In the event that the delivery contains Goods which, in accordance with international regulations, are classified as dangerous goods, the Supplier shall notify Siemens thereof in the form agreed between the Parties, but in no case later than on the date of acceptance for the execution of the Order.
125. The Supplier is obliged to deliver the Goods and perform the Service without the use of asbestos in any form.
  - 125.1. In the event of asbestos, Siemens has the right to withhold payment and the Supplier is obliged to immediately remove or dispose of the Goods containing asbestos. In the event that the Supplier fails to comply with its obligation to remove or dispose of the Goods containing asbestos without delay, Siemens shall have the right to withdraw from the Agreement with immediate effect. The right of withdrawal referred to in the previous sentence may be exercised by Siemens within 6 (say: six) months, counting from the day on which it became aware of the above reason for withdrawal.
  - 125.2. Provisions of Section 125.1. applies to the Services provided.
  - 125.3. Goods containing asbestos or Services in the provision of which asbestos is used are considered defective.

## § 18. Foreign trade regulations

126. The Supplier shall comply with all applicable export and import restrictions, customs regulations and foreign trade regulations (hereinafter referred to as the "Foreign Trade Regulations") in respect of all Services to be provided under the Agreement or all Goods to be delivered in accordance with the Agreement. The supplier should obtain all necessary export permits (licenses) in accordance with the applicable Foreign Trade Regulations.

127. In particular, the Supplier represents and warrants that at the time of placement, acceptance and execution of the Order and delivery, none of its Goods or any of its Services provided/provided under the Agreement contain products or services prohibited under the Foreign Trade Regulations applicable to Siemens (including, but not limited to, Council Regulation (EU) No 833/2014, 692/2014, 2022/263 or 765/2006, as well as the U.S. Export Administration Regulations (Title 15 C.F.R. § 730-774) and import regulations enforced by the U.S. Customs and Border Protection.

128. Supplier shall notify Siemens in writing as soon as reasonably practicable, but no later than 14 (in words: fourteen) days prior to the date of delivery, of all information and data that Siemens needs to ensure compliance with all Foreign Trade Regulations for Goods and Services applicable in the countries of export and import, as well as re-export in the event of resale. In each case, the Supplier will provide Siemens with the following for each Goods and Services:

- a) "Export Control Classification Number" as defined in the U.S. Commerce Control List (ECCN) if the product/Service is subject to the U.S. Export Administration Regulations; and
- b) all having use export list numbers; and
- c) statistical code of the Goods in accordance with the current classification of goods for the purposes of foreign trade statistics and HS (Harmonized System) coding; and
- d) country of origin (non-preferential origin) and, at the request of Siemens, documents proving non-preferential origin; and
- e) the country of preferential origin and, at the request of Siemens, documents compliant with the requirements of the applicable preferential legislation to prove preferential origin (e.g. supplier declaration),

("Export Control and Foreign Trade Data").

129. In the event of any changes related to the origin or characteristics of the Goods and Services or to the applicable Foreign Trade Regulations, the Supplier shall send the updated Export and Foreign Trade Control Data as soon as possible, no later than 14 (in words: fourteen) days before the date of delivery of the Goods or Service. The Supplier shall be liable for any expense or damage incurred by Siemens due to any breach of its obligations under this paragraph.

## § 19. Reservation clause

130. Siemens shall not be obliged to perform the Agreement if such performance is prevented by any restrictions arising from domestic or international customs or foreign trade requirements, or from any embargoes or other sanctions.

## § 20. Quality Management

131. Insofar as this is necessary due to the subject matter of the Agreement, the Supplier will maintain a quality management system (e.g. by complying with DIN EN ISO 9001).

## § 21. Confidentiality

132. The Parties undertake to keep secret all confidential information, which the Parties understand as any information and data, including in particular information and data economic, commercial, organizational, technological or technical, knowledge, results, arrangements, documents, scope of tasks, business processes, terms of the Agreement, information constituting a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on combating unfair competition, as well as information the confidential nature of which is obvious to an average reasonable person or other information that a Party ("Receiving Party") receives from the other Party ("Disclosing Party") or about the Disclosing Party, in connection with and for the purpose of performing the Agreement and in the context of the performance of the Agreement as well as the conclusion of the Agreement, also in the process of being drafted, regardless of the medium, on which such information or data is contained, whether disclosed in oral, visual or tangible form or by means of electronic transmission, including transmissions via the Internet, whether or not marked as "Confidential" or similarly described or marked by Siemens (hereinafter referred to as "Confidential Information"). Confidential Information includes any copies or extracts thereof, as well as any apparatus, modules, samples, prototypes or parts thereof.
133. All confidential information:
  - 133.1. will be used by the Receiving Party solely for the purpose of performing the Agreement, unless the Disclosing Party has given its prior express written consent to a different use,
  - 133.2. will not be distributed or disclosed by the Receiving Party to any third party, in any way, form or scope, without the prior

- written consent of Siemens, subject to **Sections 136 and 137.**,
- 133.3. will be kept confidential and protected by the Receiving Party with the same degree of care as it exercises with respect to its own, equally important information, in order to avoid disclosure to third parties, or at least due diligence,
- 133.4. will remain the property of the Disclosing Party.
134. The above obligation of confidentiality shall apply throughout the period of performance of the Agreement and after the termination of the Agreement – for as long as and unless such information is made public by legal means or unless the Disclosing Party agrees in writing to its transfer in an individual case, but no longer than within 5 (say: five) years after the expiry of the Agreement.
135. The Disclosing Party may request the removal or return of all Confidential Information, including copies or extracts thereof, as well as the media on which such information was provided within 14 (in words: fourteen) days from the date of termination of the Agreement, at the discretion of the Disclosing Party. Within 7 (say: seven) days from the date of receipt of such request, the Receiving Party shall delete or return to the Disclosing Party, at the discretion of the Disclosing Party, the originals thereof, destroy all written and electronic copies of the media of such information, and submit to the Disclosing Party a written statement confirming the destruction of all Confidential Information provided or all copies of the information returned, as requested by the Disclosing Party, subject to the next sentence. The obligation to delete or return all Confidential Information referred to in this section does not apply to copies required to comply with applicable law or copies made in the course of routine backup, provided that the confidentiality of the copy is maintained in accordance with the provisions of this paragraph.
136. The Receiving Party may disclose the Confidential Information to its own employees and employees of affiliated companies if such disclosure is reasonably justified and necessary for the proper and consistent performance of the tasks and duties entrusted to them by them, as well as to the Receiving Party's professional external advisors, each of whom has a reasonable need to familiarize themselves with such Confidential Information, only to the extent necessary to perform its obligations under the Agreement and only to the extent necessary to perform its obligations under the Agreement and only for the purposes of the performance of the Agreement, and who are bound by an obligation of confidentiality, under separate provisions in connection with professional secrecy or professional secrecy, on the basis of concluded employment contracts, or otherwise, to no less strict extent than the obligations imposed on the Receiving Party under these Siemens GTC. The Receiving Party shall ensure that the persons referred to in the preceding sentence are required to treat such information as confidential.
137. Insofar as Siemens agrees that the Supplier may engage subcontractors in the performance of the Agreement in accordance with **Section 5. [Subcontractors]**, the Supplier may disclose Confidential Information to such subcontractors if its disclosure is reasonably justified and necessary for the proper and consistent with the Agreement performance by them of all or part of the Agreement or individual activities resulting from the Agreement entrusted to them for the performance and only to the extent necessary for the performance of obligations under the Agreement and limited to the necessary minimum, and solely for the performance of the Agreement, provided that the Provider imposes the obligations referred to in this paragraph on such subcontractors and obliges them to comply with the terms and conditions set forth in this paragraph, including the deletion or return of Confidential Information in accordance with **Section 135**. Each subcontractor shall give written consent in this regard and undertake to maintain the confidentiality of the Confidential Information disclosed to it. The Supplier shall ensure that each subcontractor is required to treat the information disclosed to it as confidential.
138. In the event that the obligation to disclose Confidential Information results from generally applicable provisions of law or from the request of an authorized administrative or judicial authority, the Receiving Party may provide such information only to the extent required by law or by such authorized authority, provided that – to the extent lawful to do so – it informs the Disclosing Party in advance of such obligation to disclose Confidential Information, and will cooperate with the Disclosing Party to limit the scope of the Confidential Information disclosed and to agree on the manner in which such information is to be disclosed, unless this is not possible for reasons arising from the request.
139. If, during the term of the Agreement, the Receiving Party discloses the Confidential Information to third parties with the prior written consent of the Disclosing Party referred to in **Section 133.2**, such disclosure shall be made in accordance with **Section 137**.
140. The Receiving Party undertakes to provide, at each request of the Disclosing Party, information about persons who have become acquainted with the Confidential Information.
141. Within the scope of the duty of confidentiality, the Provider shall be liable for the actions of each person and each entity referred to in this paragraph to which the Provider has disclosed Confidential Information, as well as for its own actions.
142. Any tools, designs, samples, models, profiles, drawings, standard specification sheets, printing templates and other materials, including data files and software, provided by Siemens as well as any materials obtained therefrom, may not be made available to third parties or used for any purpose other than as agreed in the Agreement, unless Siemens has given its prior written consent. Such materials should be protected by the Provider from unauthorized access or use. Subject to other rights, Siemens may demand the return of such materials if Supplier breaches these obligations.
143. Drawings, sketches, technical and commercial information, prototypes and models provided to the Supplier by Siemens must be treated as confidential, may only be used for the purpose of making deliveries of the Goods or Services respectively and must be returned immediately upon request from Siemens.

## § 22. Personal data protection

144. The Parties declare that with regard to the processing of personal data collected in connection with the subject matter of the Agreement, they act in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR") and any other European and local laws on the processing of personal data applicable in this case and that they process the data held at their own risk.
145. The Parties declare that each of them acts as an administrator in relation to the personal data obtained from the other Party in connection with the performance of the Agreement.
146. Each Party confirms that it has met all requirements and, if necessary, obtained the appropriate consents necessary to make the personal data of the subjects concerned.
147. Each Party declares that in cases required by the GDPR or other provisions of law, it will fulfil its obligation to provide information on its own and with its own efforts.
148. The parties undertake to implement appropriate technical and organizational measures to ensure the protection of the personal data processed. The level of protection of personal data of entities should be appropriate in relation to the degree of risk of violation of the rights and freedoms of natural persons in the event of their unauthorized disclosure, seizure, processing, alteration, loss or destruction.
149. Siemens hereby informs that the administrator of personal data concerning the persons representing the Supplier at the conclusion of the Agreement and the contact persons appointed by the Supplier for the performance of the Agreement, obtained from the Supplier in connection with the conclusion and performance of the Agreement, is Siemens Sp. z o.o. with its registered office in Warsaw ("**Siemens**"). The personal data referred to in the preceding sentence will be processed for the purposes related to the conclusion and performance of the Agreement. Individuals to whom such data relate have the right to object to processing, the right to access data, the right to request their rectification, deletion or restriction of their processing, and the right to data portability. Detailed information on Siemens' processing of personal data of the persons referred to in this section and their rights in connection with the processing of their personal data is available on the Siemens website at: <https://new.siemens.com/pl/pl/general/polityka-prywatnosci.html>
150. In the event that in connection with the performance of the Agreement there is a need to grant the Provider access to personal data administered by Siemens or to transfer such data to the Provider, the Supplier is obliged to conclude with Siemens, prior to commencing the processing of such data, a separate agreement for the entrustment of personal data processing referred to in Article 28(3) of the GDPR, according to the template accepted by Siemens, on the basis of which Siemens will entrust the Supplier with the processing of such personal data on behalf of and on behalf of Siemens, in order to perform the Agreement. The Parties shall specify

in such an agreement the terms and conditions of the entrustment referred to in this clause, including the protection and processing of data by the Provider.

151. To the extent that the Provider accesses personal data in the course of the performance of the Agreement, the Provider complies with the GDPR and any other applicable European and local laws on the processing of personal data and data privacy that apply to the Provider. Supplier shall inform Siemens, upon request, of Supplier's compliance with these provisions and shall provide Siemens with ongoing access to any information relating to such compliance.
152. The Provider shall ensure that the Provider's own staff involved in the processing of personal data in connection with the performance of the Agreement undertake to comply with the provisions referred to in **points 144 and 151**, in particular to keep the processed personal data confidential and the methods of their security, in particular to store them confidentially, not to disclose or transfer such data and to the methods of securing them to other persons, to protect this data against access to it by unauthorized persons and against their destruction, as well as not to use this data for purposes unrelated to the performance of the Agreement, as well as not to process this data in any way other than in accordance with Siemens guidelines. The above obligation to maintain the confidentiality of personal data is valid for the entire period of performance of the Agreement and remains in force indefinitely (also after the termination of the Agreement). The Provider shall provide proof of compliance with such obligation upon request.
153. Insofar as Siemens agrees that the Supplier may engage subcontractors in the performance of the Agreement in accordance with **Section 5. [Subcontractors]**, the Provider shall impose the obligations referred to in this paragraph, including **points 151 and 152**, on such subcontractors who have been entrusted with the performance of the whole, part of the Agreement or individual activities resulting from the Agreement, the performance of which requires the processing of personal data, respectively. The Provider shall provide proof of compliance with such obligation upon request.
154. To the extent that the Supplier performs the Agreement at Siemens' headquarters or has access to Siemens IT systems, the Supplier is bound by the "**Siemens Business Partners Rules**", which in such a case is subject to the transfer to the Supplier. Supplier's access to Siemens' IT systems requires Siemens' prior express consent and Supplier's acceptance of Siemens' third-party access policies. Siemens will decide whether to grant the Supplier a specific type and scope of access.
155. Upon completion of the Agreement, unless otherwise instructed by Siemens, the Supplier shall return to Siemens all personal data made available to the Provider or obtained or produced by the Supplier in connection with the performance of the Agreement, and irrevocably delete or destroy all other data, within 7 (say: seven) days from the date of termination of the Agreement. Upon request by Siemens, the deletion or destruction of data will be confirmed by the Supplier in writing.
156. The supplier shall impose the obligations referred to in **point 155**, on the Supplier's own staff referred to in **point 152**, and to the subcontractors referred to in **point 153**. The Provider shall provide proof of compliance with such obligation upon request.

## § 23. Cybersecurity

157. Supplier will implement appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the Supplier Operations and the Goods and Services. These measures will be consistent with good industry practices and will include an appropriate information security management system, compliant with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
158. "**Supplier's Operations**" means all assets, processes and systems (including IT systems), data (including Siemens data), employees and locations used or processed by Supplier in the performance of the Agreement.
159. Where the Goods or Services contain software, firmware or specialised integrated circuits (chipsets):
  - 159.1. The Provider uses secure software development methods that correspond to the current state of technical knowledge and technology, including secure coding standards, such as OWASP standards;
  - 159.2. Supplier will implement appropriate standards, processes and methods to prevent, identify, assess and remedy any vulnerabilities, malicious codes, and incidents that

threaten the security of the Goods and Services that are consistent with industry good practices and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

- 159.3. Supplier will continue to provide support and services to repair, update, improve and maintain the Goods and Services, including providing Siemens with software patches to remove vulnerabilities for a reasonable period of validity of the Goods and Services;
  - 159.4. Supplier will provide Siemens with a bill of materials detailing all third-party software components contained in the Goods. Third-party software must be up to date on delivery to Siemens;
  - 159.5. Siemens has the right, but not the obligation, to perform or have the Goods tested for malicious code or vulnerabilities at any time, and the Supplier will provide Siemens with appropriate support in this regard;
  - 159.6. The supplier will provide Siemens with a contact person for all matters related to information security (available during business hours).
160. Supplier shall promptly notify Siemens and the following Siemens cybersecurity contact addresses of any detected or suspected significant information security incidents and vulnerabilities detected in any Supplier Operations, Services and Supplier Goods to the extent they have or may have a material impact on Siemens:
    - 160.1. for information security incidents: [cert@siemens.com](mailto:cert@siemens.com);
    - 160.2. for vulnerability to information security threats: [svm.ct@siemens.com](mailto:svm.ct@siemens.com).
  161. The supplier shall take appropriate measures to ensure that its subcontractors and suppliers remain bound by obligations similar to those set out in this clause for a reasonable period of time.
  162. At the request of Siemens, the Supplier shall provide written evidence of compliance with the provisions of this clause, including generally accepted audit reports (e.g. SSAE-18 SOC 2 Type II).

## § 24. Reference Client

163. Supplier may designate Siemens as a reference customer or designate Goods or Services that Supplier has developed as part of the performance of the Agreement for Siemens, or publish press releases or make other public statements related to the Agreement, but only with the prior written consent of Siemens.

## § 25. Governing Law

164. The Agreement and these Siemens GTC shall be governed by and shall be interpreted in accordance with Polish law. In all matters not regulated by the Agreement or the Siemens GTC, the relevant provisions of the Polish Civil Code and Copyright Law shall apply. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

## § 26. Cession

165. Supplier may not transfer any rights or obligations (in whole or in part) under the Agreement to a third party without the prior written consent of Siemens, otherwise such transfer will be null and void.

## § 27. Jurisdiction

166. Any disputes arising between the Parties to the Agreement shall be resolved in accordance with Polish law. The parties will seek to settle disputes on the basis of mutual negotiations. If the Parties do not agree on an amicable settlement, the Parties agree that the court of the place of registered office of Siemens shall have jurisdiction to settle, unless otherwise expressly provided by law.

## § 28. Severability clause

167. Any provision of the Agreement or these Siemens T&Cs that is found to be wholly or partially invalid or unenforceable shall not affect the remaining provisions of the Agreement and these Siemens T&Cs, in particular the validity of the remaining provisions or other parts of the relevant provisions. The parties hereby agree to replace any invalid or ineffective provision with a new provision that will be valid and effective and will fully achieve the purpose of such invalid or ineffective provision.

## § 29. Change of control clause

168. For the purposes of this paragraph, a "**Change of Control**" shall be

understood as events under which the ownership structure of the Supplier is changed, in particular:

- 168.1. direct or indirect acquisition or subscription of shares or stocks of the Supplier by a third party (who is not the current shareholder or shareholder of the Supplier) – in the event that the Supplier conducts business activity in the form of a limited joint-stock partnership, limited liability company or joint-stock company;
  - 168.2. joining a civil partnership or a partnership by a third party (who is not the current partner of the Supplier) – in the event that the Supplier conducts business activity in the form of a civil partnership or a partnership;
  - 168.3. acquisition of an enterprise or its organized part by a third party – in the event that the Supplier conducts business activity in its own name in the form of a sole proprietorship or in the form of a civil partnership.
169. For the purposes of this paragraph, the "Change of Control" should also be understood as the transformation of the existing organizational and legal form of the Supplier into one of the forms indicated in Article 551 of the Act of 15 September 2000 – the Commercial Companies Code (i.e. Journal of Laws of 15 September 2000). of 2024, item 18, as amended. as amended), if such transformation is accompanied by one of the events indicated in **points 168.1 – 168.3.**
170. In the event of a Change in Control, Supplier shall promptly notify Siemens and provide Siemens with information about the person referred to in **Sections 168.1 – 168.3.** The above provision shall also apply in the event that the Provider becomes aware of the planning or undertaking of actions in the field of the Change of Control. In such a situation, notification to Siemens should take place immediately after the Supplier becomes aware of such information.
171. Siemens will evaluate further cooperation with Supplier in connection with the Change of Control or the planning or taking action on the Change of Control. Upon request by Siemens, Supplier will provide Siemens with additional information related to the Controlled Change that has been made or is planned or undertaken as necessary to make such assessment.
172. In the event that Siemens decides that further cooperation with the Supplier, including the performance of the Agreement, in connection with the occurrence of the circumstances referred to in **Section 170.** is not acceptable to Siemens, in particular because such continued cooperation with the Supplier violates the interests of Siemens or jeopardizes the reputation of Siemens and its affiliates, Siemens shall be entitled to terminate the Agreement with immediate effect, without notice. The Parties agree and agree that the termination of the Agreement by Siemens with immediate effect in the circumstances indicated in the preceding sentence constitutes a case of termination of the Agreement with immediate effect for good cause and that in such case the Supplier shall not be entitled to any claims for damages and Siemens shall not be obliged to compensate the Supplier for any damage resulting from the termination of the Agreement by Siemens.
173. In the event that the person referred to in **points 168.1 – 168.3.** is a competitor of Siemens within the meaning of Article 4(11) of the Act of 16 February 2007 on Competition and Consumer Protection (i.e. Journal of Laws of 2024, item 594, as amended) or, if the Supplier becomes such a competitor of Siemens, the provisions in **paragraphs 170 – 172.** shall be applied accordingly.

## § 30. Miscellaneous

174. The Supplier confirms that it has received these Siemens GTC prior to the conclusion of the Agreement and has read them and does not raise any objections.
175. Each Party shall bear its own costs and expenses, including the remuneration and expenses of its legal counsel and other advisors, in connection with the negotiation, preparation and signing of the Agreement.
176. Whenever a Party is obliged or entitled to perform any actions under the Agreement, the Party may perform them through its duly authorized representatives, unless the Agreement or mandatory provisions of law (including the nature of the activity performed) require the Party to act personally.

## CHAPTER 2. SPECIFIC PROVISIONS FOR THE PURCHASE OF GOODS

### § 31. Amendment of the Agreement. Resignation from the purchase of

### the Goods

177. Siemens has the right to adjust the quantity and range of Goods indicated in the Agreement, but no later than within 3 (say: three) Business Days from the moment of concluding the Agreement or receiving by the Supplier a copy of the Agreement signed by the Supplier.

### § 32. Delivery

178. The subject of delivery is delivered under *the Incoterms* valid on the date of delivery to the address indicated in the Agreement, at the Supplier's expense and risk. If no other place is specified, the place of delivery is the Siemens headquarters.
179. The binding delivery date is the deadline specified in the Agreement, and in the absence of such arrangements, the deadline is 14 (in words: fourteen) days, counted from the date of conclusion of the Agreement.
180. The Goods are handed over and collected at the place described in **point 178.** If the Goods are delivered by a carrier, Siemens is obliged to examine the shipment in order to determine whether there was any loss or damage during transport and to take all actions necessary to determine the carrier's liability.
181. The unit packaging, label or wrapping of the Goods should contain all the information and markings required by law, in particular the name of the Goods, the name and address of the manufacturer and the importer.

### § 33. The Supplier's obligation to verification and information

182. The supplier is obliged to check at the time of receipt of components, such as e.g. raw materials, supplied by Siemens or provided by suppliers, manufacturers or other third parties, whether these components do not show obvious or hidden defects. If defects are discovered during such inspections, the Supplier is obliged to inform its suppliers immediately or, in the event that components are supplied by Siemens, to inform Siemens.
183. The Supplier is obliged to check the delivery of the Goods and Services (including the above-mentioned components) in terms of the rights of third parties, their legal title and to inform Siemens of any intellectual property rights of third parties.

### § 34. Warranty and Warranty (Purchase of Goods)

184. The Supplier guarantees that the delivered Goods meet the terms of the Agreement, comply with the agreed technological requirements and are free of defects (including defects) that could affect or diminish their value or applicability in the right way.
185. The Supplier guarantees that the delivered Goods meet the quality and safety requirements according to the applicable standards. In particular, it ensures that the technical requirements in force in the country of production as well as the requirements of the country to which the Goods are delivered will be met. In the event of non-compliance with these requirements, the standards of the country of destination will apply.
186. The warranty period covers 24 (in words: twenty-four) months starting from the date of acceptance of the Goods by Siemens at the place of delivery. If the Supplier offers a warranty period longer than 24 months, the longer period shall apply, taking into account the provisions of the Siemens GTC and the provisions of the Agreement.
187. The Supplier's liability under the warranty begins at the moment of delivery of the Siemens Goods and lasts as long as Siemens' liability to the customer lasts, if the Goods are delivered to the Siemens customer as a result; In other cases, the statutory warranty applies.
188. The obligation of Siemens to examine the goods, provided for in Article 563 of the Civil Code, does not include the obligation to open the collective packaging, and the Supplier is liable for defects revealed after unpacking as for hidden defects.
189. The Supplier is obliged to inform Siemens of any circumstances that make the delivered Goods dangerous to life or health.
190. In the event of withdrawal from the Agreement by Siemens, Siemens is obliged to hand over the Goods to the Supplier. The place of delivery of the Supplier's Goods is determined by Siemens (the Supplier's registered office or the place indicated in the Agreement). The Supplier is obliged to collect the Goods at the place and time indicated by Siemens, but no later than within 7 (say: seven) days from the request by Siemens. After the expiry of the deadline for the collection of the Goods, Siemens may carry out the commission liquidation of the Goods at the Supplier's expense, without the obligation to refund the price of the liquidated Goods. The right to withdraw from the Agreement provided for in the provisions of the

Civil Code remains unaffected.

## § 35. Payments (Purchase of Goods)

191. Payment of the remuneration for the delivered Goods takes place upon receipt of the Goods, on the basis of a correctly issued VAT invoice, within 60 (say: sixty) days counted from the date of effective delivery of the VAT invoice to Siemens.

## § 36. Liability and contractual penalties (Purchase of Goods)

192. The Supplier shall be fully liable for damages resulting from the characteristics or properties of the Goods, as well as from improper packaging or marking.

## § 37. Deadlines for the performance of the Agreement and contractual penalty for breach of deadlines (Purchase of Goods)

193. For the purpose of determining the timeliness of delivery, the correct time in time is the date of receipt at the place of destination of the delivery in accordance with *the Incoterms* current on the delivery date indicated by Siemens, and in the case of a delivery involving installation, commissioning or repair services, the correct time in time is the date of its acceptance by Siemens.

## § 38. Right to Use

194. Supplier hereby grants Siemens the following non-exclusive, transferable rights:
- 194.1. use the subject of the Deliveries and Services, including related documentation, to combine them with other products and to distribute them together;
  - 194.2. install, run, test and operate the software and related documentation (hereinafter referred to as the "Software");
  - 194.3. sub-licensing the right referred to in **Section 194.2** to related companies (within the meaning of Section 4(1)(5) of the Commercial Companies Code (hereinafter referred to as "Related Entities"), contracted third parties, distributors and end customers;
  - 194.4. sublicense to Affiliates and other distributors the right to sublicense the right referred to in **Section 194.2.**, end customers;
  - 194.5. use the Software to combine it with other products and copy the Software or allow Affiliates, contracted third parties or distributors to use and copy the Software;
  - 194.6. distribute, sell, loan, lease, prepare to download or make available to the public the Software, e.g. in the context of providing application services or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses in use at any given time does not exceed the number of licenses purchased;
  - 194.7. sublicense the right of use in accordance with **Section 194.6.** Affiliates, contracted third parties and distributors.
195. In addition to the rights granted in **Section 194**, Siemens, partners and distributors are entitled to allow end customers to transfer the relevant licenses.
196. All sublicenses granted by Siemens will provide adequate protection for the Provider's intellectual property rights in the Software. All sublicenses will contain any contractual provisions used by Siemens to protect its own intellectual property rights.

## CHAPTER 3.

### SPECIFIC TERMS FOR THE PURCHASE OF SERVICES

## § 39. Amendment of the Agreement. Opting Out of the Service

197. Upon conclusion of the Agreement, including during the performance of the Agreement, Siemens has the right to adjust the type and scope of the Services that are the subject of the Agreement, the requirements for the Services and other terms and conditions indicated in the Agreement, as well as to order additional Services, in accordance with the procedure indicated below.
198. Siemens will notify Supplier in writing or by email of the need to amend the Agreement ("**Request for Change**").
199. No later than within 5 (say: five) Business Days from the date of receipt of the Change Request, the Supplier shall submit an offer to Siemens for the implementation of the Change Request.

200. To the procedure of submitting and confirming Supplementary Orders, **points 21 – 27.** shall be applied accordingly.

201. The Supplementary Order is an integral part of the Agreement.
202. In the event that the offer is accepted by persons not authorized by Siemens, Siemens is not obliged to cover any costs arising from the Supplementary Order.

## § 40. Method of performance of the Services

203. The Provider declares that it has the required qualifications, authorizations, experience and skills as well as personnel, as well as the technical and economic potential, necessary for the provision of the Services that are the subject of the Agreement.
204. The Provider performs the Services in a due and professional manner, with the highest (professional) care and reliability required in relationships of this kind, taking into account the diligence of a professional, at a high substantive, artistic, technical and organizational level, using all the knowledge and experience it has to enable the best possible result to be achieved. The Provider undertakes to maintain the highest standard of Services. In particular, this applies to the non-acceptance and implementation of orders and projects that could give rise to a conflict of interest or would be contrary to the purpose of the Agreement and, consequently, could work to the detriment of Siemens.
205. The Provider performs the Services with the interests of Siemens and its reputation in mind.
206. The Provider performs the Services in the manner specified in the Agreement and in these Siemens GTC, as well as in accordance with applicable law and in a manner that does not jeopardize the property and goodwill of Siemens and its affiliates.
207. The Supplier undertakes to refrain – in connection with the performance of the Agreement – from any activity that would cause any violation by Siemens of the provisions of anti-corruption law. In the course of the performance of the Agreement, neither the Supplier nor persons acting on its behalf or on its behalf or on its behalf shall give, offer, pay, promise, or agree to pay, directly or indirectly, sums of money or any other pecuniary benefit to any "public officials" in order to influence the actions or decisions of such officials or public authorities; or to obtain an unlawful advantage by acquiring or maintaining business with or for the benefit of another person, or by directing business to another person. The Supplier also undertakes not to invoke any influence, in particular to the extent related to the intention to achieve the above-mentioned goals.
208. Insofar as necessary due to the subject matter of the Agreement, the Provider will obtain all necessary and legally required permits, make all legally required applications and comply with all other legal obligations in order to properly perform the Services.
209. Supplier may perform the Services at Siemens' premises if this is necessary for the proper performance of the Agreement and this has been previously agreed in writing with Siemens. In this case, Siemens will grant the Supplier access to the relevant premises. The supplier is responsible for the safety of the work performed.

## § 41. Rules of cooperation of the Parties

210. In order to ensure the efficient performance of the Agreement, each Party shall authorize and indicate to the other Party persons to contact each other in all current matters related to the Agreement, including to hold positions, make acceptance and acceptance, obtain information on the implementation of the Agreement.
211. Siemens will provide the Supplier's contact, to the extent possible and in the agreed format, with documents, information or data belonging to Siemens that Siemens deems necessary for the Provider to perform the Services, unless otherwise available to the Provider. If the Supplier considers this information to be insufficient, it will immediately inform Siemens. Siemens declares that the information and data provided to the Supplier are reliable and true, which does not exempt the Supplier, as a professional, from verifying and/or developing them within the scope of the Services, if such processing proves necessary.
212. Siemens undertakes to cooperate with the Supplier in the performance of the Agreement and to provide the necessary substantive and expert support related to the performance of the subject of the Agreement.
213. The Supplier undertakes to cooperate with Siemens on an ongoing basis in order to perform the Agreement.

## § 42. Obligation to inform. Control. Raising objections and comments

214. Unless otherwise agreed, Supplier will keep Siemens informed of the

progress of the Services. Supplier shall promptly notify Siemens of important circumstances affecting or likely to affect the proper and timely performance of the Services. The foregoing does not exclude or limit the Supplier's liability if any.

215. The Supplier, upon any request from Siemens, undertakes to provide Siemens with all necessary information and explanations related to the performance of the Services, and will provide Siemens with all documentation relating to the work performed and the Services provided.
216. If it is agreed in the Agreement that Supplier is to develop training materials for the provision of Services, Siemens is required to obtain consent to such material before using such materials.
217. Siemens has the right to inspect the manner in which the Services are provided by the Provider and the course of work related thereto, as well as to verify the manner in which the Services have been performed. The parties agree that the person or persons designated by Siemens are entitled to carry out such inspection and verification.
218. Unless otherwise agreed in the Agreement, in the event of:
  - 218.1. as determined by Siemens, in the course of the provision of the Services, or
  - 218.2. upon completion of the Services, or
  - 218.3. after the Provider confirms the completion of the Services (if the Agreement requires such confirmation),any deficiencies relating to the Services performed or already performed by the Provider, including any disputes as to the manner in which they are performed or their quality, Siemens shall notify the Supplier of its objections and comments and shall call upon the Supplier to remedy such deficiencies within the time limit specified by Siemens, in its sole discretion, in the notice.

#### § 43. Service Acceptance Procedure

219. If it is agreed in the Agreement that the Service provided by the Provider is subject to Collection, the procedure of Acceptance of the Service shall be carried out in accordance with the following provisions.
220. Upon completion of the Service or upon confirmation by the Provider of the completion of the Service (if the Agreement requires such confirmation), the Supplier shall immediately notify Siemens of the readiness of the Service for Collection, but no later than on the date resulting from the schedule agreed by the Parties in the Agreement (if such a schedule is specified in the Agreement).
221. During the Acceptance, Siemens will inspect the Service, which consists in particular in verifying whether the Service meets the requirements, functionalities, features specified in the Agreement and whether it is free from defects ("**Collection**").
222. The Supplier shall immediately provide Siemens with all information, data and explanations to the extent necessary to carry out the Acceptance and to make available and present the results of the works performed, as well as to ensure the possibility of their control and to cooperate in any other necessary scope separately agreed upon by the Parties.
223. The activities undertaken as part of the Acceptance are subject to documentation by drawing up a written acceptance protocol signed by the Parties (hereinafter referred to as the "**Acceptance Protocol**"). The Acceptance Protocol should describe any defects found during the Acceptance, i.e. both defects that prevent or hinder the use of the Service in a manner consistent with its intended purpose ("**Material Defects**") and other defects ("**Insignificant Defects**"). The Acceptance Protocol is drawn up "without reservation" – if Siemens does not find any defects in the Service during the Acceptance or "with reservations" – if Siemens finds defects in the Service during the Acceptance.
224. If, during the Acceptance, Siemens finds defects in the Service, it will indicate them accordingly in the Acceptance Protocol "with reservations", indicating at the same time the deadline for their removal, which is also the maximum time limit for re-submitting the Service to Siemens for Acceptance after taking into account all comments and removing all irregularities reported by Siemens in the Acceptance Protocol "with reservations".
225. The Supplier is obliged to remove the defects described in the Acceptance Protocol "with reservations" within the period set by Siemens in this Protocol, not longer than 14 (in words: fourteen) days counted from the date of signing the Acceptance Protocol "with reservations" by Siemens.
226. After removing the Material Defects, the Provider will again report the readiness of the Service for Collection. The Acceptance Procedure will be repeated until the Acceptance Protocol is drawn up "without reservations" (whereby for the period of delay Siemens will be entitled to charge contractual penalties in the manner specified in the Agreement or to withdraw from the Agreement pursuant to **Clauses 101.1 and 102**).
227. Siemens is entitled to refuse to sign the Acceptance Protocol if Material Defects are found. Siemens does not agree to any restrictions in this regard.
228. The Acceptance Day is the day indicated on the Acceptance Protocol signed by the Parties "without reservations" as the "date of receipt".
229. In the event that Siemens signs the Acceptance Protocol "with reservations" and subsequently rectifies the defects of the Services within the time specified in this Protocol, resulting in Siemens signing the Acceptance Protocol "without reservation", for the purposes of calculating contractual penalties specified in the Agreement, including these Siemens GTC, the date of Acceptance shall be deemed to be the date indicated in the Acceptance Protocol "with reservations" as the "date of receipt".
230. The Acceptance Protocol "with reservations" does not constitute the basis for issuing a VAT invoice and payment of remuneration.
231. In the event that the Parties fail to sign the Acceptance Protocol due to the discovery of Material Defects or the failure of the Supplier to remove the identified defects within the period set for this purpose, Siemens shall be entitled to:
  - 231.1. withdraw from the Agreement, in part or in whole at its discretion, after the Supplier has appointed in writing an additional period of not less than 14 (in words: fourteen) days to remedy the defects (Siemens may exercise the right of withdrawal within 6 [say: six] months, counting from the day on which it became aware of the above reason for withdrawal),
  - 231.2. in the event of failure to exercise the right indicated in **point 231.1.** – entrusting the performance of the Service to another entity, at the expense and risk of the Provider (whereby the Parties agree to exclude Article 480 of the Civil Code in this respect with regard to the obligation of Siemens to obtain court authorization for such order).
232. The Supplier shall also be liable for defects that were not discovered during the Acceptance, but were discovered at a later date, including after the Acceptance Date, on the terms resulting from the warranty and statutory warranty (including, in particular, for defects concealed by the Supplier), indicated in these Siemens GTC.

#### § 44. Warranty and Warranty (Purchase of the Service)

233. The Provider guarantees that it has performed the Service in a correct and proper manner, in accordance with the provisions of the Agreement and that the Service provided meets the terms of the Agreement, meets the requirements agreed in the Agreement, enables the achievement of the purpose set out in the Agreement, has features, functionalities and properties enabling its use in the appropriate manner, in accordance with its purpose, including in the manner provided for in the Agreement, is free from any defects (including deficiencies, errors) that could affect or diminish the value or usefulness of the Service provided due to the purpose resulting from the Agreement or its intended purpose, or limit the possibility of using it in the appropriate way, in accordance with its intended purpose or due to the purpose specified in the Agreement, or completely prevent such use, as well as that it complies with applicable law and will remain in conformity throughout the term of the Agreement.
234. In the event that the Supplier fails to remedy any defect (i.e. fails to repair) or fails to re-perform the defective Service, Siemens shall set an additional deadline for the Supplier to remedy the defect or to re-perform the defective Service, in each case not less than 7 (in words: seven) days from the date of delivery of the letter. Upon the ineffective expiry of such additional period, Siemens shall be entitled to entrust the removal of the defect to a third party at the Supplier's expense and risk. For the avoidance of doubt, the Parties confirm that they are thereby modifying the content of Article 480 § 1 of the Civil Code in the scope of the obligation for Siemens to obtain court authorisation. After the defect has been removed by the Supplier under the warranty, the Parties shall draw up a protocol stating its removal within 7 (say: seven) days. The foregoing provision does not exempt the Provider from liability under the warranty.
235. The Supplier's liability under the warranty begins at the moment of occurrence, respectively, of the following events, i.e.:
  - 235.1. the termination of the Services by the Provider or confirmation by the Provider of the completion of the Services (if the Agreement requires such confirmation), if Siemens fails to report within 7 (say: seven) Business Days counted respectively, from the date of termination of the

- Services or from the date of receipt of confirmation of the completion of the Services, reservations or comments as to the manner of performance of the Services, or
- 235.2. the Supplier removes all objections or comments raised within the time limit specified by Siemens in the request – in the event that Siemens submits such objections or comments, or
  - 235.3. if the Service provided by the Provider is subject to Acceptance, from which the Acceptance Protocol is prepared:
    - 235.3.1. from the date of signing the Acceptance Protocol "without reservations" by the Parties, or
    - 235.3.2. in the event of the existence of defects during the Acceptance and signing the Acceptance Protocol "with reservations", which indicates the defects found – from the date of signing the Acceptance Protocol "without reservations" in connection with the defects removed.
236. The warranty period covers 24 (say: twenty-four) months and begins when the events indicated in **Section 235 occur, respectively**. If the Supplier offers a warranty period longer than 24 months, the longer period shall apply, taking into account the provisions of the Siemens GTC and the provisions of the Agreement.
237. The Supplier's liability under the warranty lasts as long as Siemens' liability to the customer lasts, if the Service is provided to the Siemens customer; In other cases, the statutory warranty applies.

#### § 45. Payments (Service Purchase)

238. The Parties agree that the Supplier is entitled to issue a VAT invoice and receive the remuneration specified in the Agreement for the Services performed, after the occurrence, respectively, of the following events, i.e.:
- 238.1. upon completion of the Services by the Provider or upon confirmation by the Provider of the completion of the Services (if the Agreement requires such confirmation), if Siemens fails to report within 7 (say: seven) Business Days counted respectively, from the date of completion of the Services or from the date of receipt of confirmation of the completion of the Services, reservations or comments as to the manner of performance of the Services, or
  - 238.2. after the Supplier removes all objections or comments raised within the time limit indicated by Siemens in the request – if Siemens submits such objections and comments, or
  - 238.3. if the Service provided by the Provider is subject to Acceptance, from which the Acceptance Protocol is prepared:
    - 238.3.1. after the Parties have signed the Acceptance Protocol "without reservation", or
    - 238.3.2. in the event of the existence of defects during the Acceptance and signing the Acceptance Protocol "with reservations", which indicates the identified defects – after removing the defects and signing the Acceptance Protocol "without reservations".
239. The Acceptance Protocol "with reservations" does not constitute the basis for issuing a VAT invoice and payment of remuneration for the Services performed. The Supplier is entitled to issue a VAT invoice and receive remuneration for the Services provided only on the basis of the Acceptance Protocol signed by the Parties "without reservations".
240. The Parties agree that the VAT invoice will be issued no earlier than after the occurrence of the events referred to in **paragraphs 238.1 to 238.3, respectively**, and no earlier than after Siemens has received the documentation referred to in **Section 69**, if Supplier is required to provide such documentation.
241. The payment of the remuneration for the due performance by the Service Provider referred to in **point 58 takes** place after the occurrence of the events indicated in **paragraphs 238.1 – 238.3, respectively**, and in **point 69.**, and on the basis of a correctly issued VAT invoice, as well as within 60 (say: sixty) days counted from the date of effective delivery of the VAT invoice to Siemens.

#### § 46. Deadlines for the provision of Services and contractual penalty for breach of deadlines (Purchase of the Service)

242. Unless otherwise agreed in the Agreement, for the purposes of

determining the timeliness of the performance of the Services, the following shall be decisive:

- 242.1. the Provider's compliance with the deadlines specified in the Agreement for the performance of the Services, or
  - 242.2. the date indicated as the "Acceptance date" on the Acceptance Protocol signed by the Parties "without reservations" – in the case of Services subject to Acceptance, from which the Acceptance Protocol is prepared.
243. In the event that the Parties sign the Acceptance Protocol "with reservations" and then remove the defects within the period specified in that Protocol, resulting in the Parties signing the Acceptance Protocol "without reservations", for the purposes of calculating the contractual penalties referred to in this paragraph, the "Acceptance Day" shall be deemed to be the day indicated in the Acceptance Protocol "with reservations" as the "Acceptance Date".

#### § 47. Securing the due performance of the Agreement

244. The Supplier undertakes to establish a security for the due performance of the Agreement in the amount specified in the Agreement and on the terms and conditions specified in the Agreement, in one or more forms, at the sole discretion of Siemens, in particular in the form of:
- 244.1. a cash deposit paid to the Siemens bank account indicated in the Agreement (hereinafter referred to as the "**Cash Deposit**"), or
  - 244.2. an irrevocable, unconditional, payable at the first request of Siemens, without objection or reservation, bank or insurance guarantee with the content accepted by Siemens (hereinafter referred to as the "**Bank Guarantee**"),
  - 244.3. within 14 (say: fourteen) days from the date of conclusion of the Agreement.
245. The insecurity referred to in **Section 244 shall be established** in order to secure Siemens' claims related to the Agreement for non-performance or improper performance of the Agreement, including contractual penalties and damages and to secure the proper removal of defects during the warranty period and during the warranty period.
246. The Supplier undertakes to maintain the security referred to in **Section 244** for the entire term of the Agreement and for a period not shorter than the warranty period and warranty period specified in these Siemens GTC.
247. In the event of an increase in the amount of remuneration during the term of the Agreement, the Supplier is obliged, without a separate request from Siemens, within 7 (say: seven) days from the date of amendment of the Agreement in terms of increasing the amount of remuneration, to increase the amount of the established collateral, respectively, by: providing Siemens with an annex to the Bank Guarantee or a new Bank Guarantee or making a supplementary payment to the Cash Deposit.
248. Siemens shall be entitled to invoke the security in any event that the Supplier fails to fulfil, in whole or in part, its obligations under the Agreement or any other claim due to Siemens against the Supplier under the provisions of the Agreement, including contractual penalties and damages, despite the expiry of the deadline for performance of obligations and despite the expiry of an additional 7-day period (in words: seven-day period) set by Siemens in the written notice addressed to Supplier. In the event that Siemens uses the collateral, the Supplier shall be obliged to restore the required collateral, i.e. to supplement the missing amount, within a period not exceeding 21 (in words: twenty-one) days from the date of informing the Supplier in writing about the use of the collateral by Siemens, respectively by: providing Siemens with an annex to the Bank Guarantee or a new Bank Guarantee or making a payment towards the Cash Deposit.
249. The costs of establishing and releasing collateral are fully borne by the Provider.
250. In the event that the Supplier fails to provide the security referred to in **Section 244**, within the required period, on the day following the expiry of this period, Siemens is entitled to deduct the amount of the security from the Supplier's receivables for payment of the remuneration specified in the Agreement.

#### § 48. Termination of the contract (purchase of the service)

251. The expiry or termination of the Framework Agreement does not automatically terminate or expire the Orders or Framework Orders concluded during the term of such agreement and does not release the Parties from the obligation to perform them. The provisions of the Siemens Framework Agreement and these Siemens GTC shall apply to such orders. For the avoidance of doubt, the Parties acknowledge that in the event of expiry or termination of the Framework

Agreement, the Supplier shall continue to perform the order referred to in the preceding sentence and perform it in full, in accordance with the Framework Agreement and this Order, unless Siemens decides otherwise and at its sole discretion will release the Supplier, in whole or in part, in an express manner, the performance of unperformed or partially unperformed Orders or Framework Orders and obligations arising from the Framework Agreement or such order, in particular from that part of the obligations arising from the Framework Agreement or such a contract concerning the performance of Services in respect of which the Supplier has not commenced their performance due to the non-arrival of the deadline for their performance indicated in such order, or from that part of the obligations arising from the Framework Agreement or such order, relating to the performance of Services in respect of which the Supplier commenced their performance prior to the submission by Siemens of the statement of termination of the Framework Agreement but has not yet completed them, which shall be deemed by the Parties to be the termination of the Order or the Framework Order by Siemens, respectively, with immediate effect.

## § 49. Exit Plan Service

252. At the request of Siemens, made during the term of the Agreement, including at any stage of cooperation or after any of the Parties has made a statement of termination, withdrawal from the Agreement or upon termination of the Agreement in any other way, or upon its expiration, the Supplier, as part of the remuneration specified in the Agreement, shall be obliged to:
- 252.1. provide Siemens or a third party designated by Siemens, within the period indicated by Siemens, not less than 7 (say: seven) days from the date of delivery of such a request, all information enabling uninterrupted and full use of the Services provided, the results of the Services, including the IT system, application, computer program or other tools implemented by Siemens as part of the performance of the Agreement (in particular, the transfer of access codes, logins, passwords, etc.),
  - 252.2. transfer knowledge to Siemens or a third party designated by Siemens to the extent that will enable Siemens or such third party to independently, uninterruptedly and fully continue the performance of the Services and their operation, all activities and works that are covered by the Services, in particular the maintenance of the IT system, application, computer program or other tools implemented by Siemens as part of the performance of the Agreement,
  - 252.3. providing Siemens or a third party designated by Siemens, within the period indicated by Siemens, not less than 7 (say: seven) days from the date of submission of such request, with access to any documentation provided or executed as part of the performance of the Agreement,
  - 252.4. to issue to Siemens or a third party designated by Siemens, within the period indicated by Siemens, not less than 7 (say: seven) days from the submission of such a request, complete and current documentation as of the date of termination or expiry of the Agreement, concerning all works performed as part of the provision of the Services,
  - 252.5. providing Siemens or a third party designated by Siemens, within 7 (say: seven) days from the date of submission of such a request, with access to the Provider's whistleblowing system, including the repository of reported irregularities in the provision of the Services, together with a description of the actions taken to remove them,  
(hereinafter referred to as the "Exit Plan Service").
253. The Parties agree that the purpose of the Exit Plan Service is to provide Siemens with full support in the process of taking over the performance of the Services and all activities and works that are covered by the Services by Siemens or a third party designated by Siemens, as well as the use of the Services performed and their results, upon termination or expiration of the Agreement.
254. The Parties agree that the Exit Plan Service will be performed within the period indicated by Siemens, not shorter than 7 (say: seven) days counted from the date of submission of the request by Siemens referred to in **Section 252**.
255. For the avoidance of doubt, the Parties agree and confirm that the Provider is not entitled to any additional remuneration related to the performance of the Exit Plan Service. The remuneration in this respect has been calculated in the remuneration specified in the

Agreement.

256. The performance of the Exit Plan Service will be subject to evaluation by Siemens. The Exit Plan Service is considered to have been successfully completed if the inspection carried out by Siemens of the Exit Plan Service performed results in a positive result and Siemens does not raise any comments or objections. Upon approval by Siemens of all work under the Exit Plan Service, the Parties shall sign a written acceptance report.
257. Notwithstanding the further provisions of the Agreement and these Siemens GTC, including those governing copyrights, Siemens is entitled to use or transfer to a third party, in order to ensure the takeover of the performance of all Services, as well as activities and works that are covered by the Services, any documents, presentations, results of the Supplier's work received as part of the performance of the Agreement and implementation documentation (e.g. arrangements of the coordinators of the Agreement, project correspondence, etc.).

## § 50. Release of documentation

258. Supplier shall provide Siemens with all documentation, including properly prepared as-built documentation of the provision of the Services in the form of a digital record and/or printout (copy) thereof, and other tools, including copies thereof, received or produced by Siemens in connection with the provision of the Services, immediately after the occurrence of the following events, as applicable:
- 258.1. upon completion of the Services by the Provider or upon confirmation by the Provider of the completion of the Services (if the Agreement requires such confirmation), if Siemens fails to report within 7 (say: seven) Business Days counted respectively, from the date of completion of the Services or from the date of receipt of confirmation of the completion of the Services, reservations or comments as to the manner of performance of the Services, or
  - 258.2. after the Supplier removes all objections or comments raised within the time limit indicated by Siemens in the request – if Siemens submits such objections and comments, or
  - 258.3. if the Service provided by the Provider is subject to Acceptance, from which the Acceptance Protocol is prepared:
    - 258.3.1. after the Parties have signed the Acceptance Protocol "without reservation", or
    - 258.3.2. in the event of the existence of defects during the Acceptance and signing the Acceptance Protocol "with reservations", which indicates the identified defects – after removing the defects and signing the Acceptance Protocol "without reservations".

## § 51. Copyright. Licenses. Industrial property rights

259. If, as part of the performance of the Services, the Provider has created or provided any works within the meaning of the Copyright Law, including, but not limited to, articles, presentations, reports, designs, analyses, concepts, computer programs (together with related documentation), any software elements, scripts, graphics, drawings, design documentation or any other documentation, or any other materials specified in the Agreement, including drafts, even if unfinished (hereinafter referred to as: "Works"), the Provider guarantees that the Works will be entitled to economic copyright to the extent that it enables the performance of the Provider's obligations under this paragraph, subject to **clause 277**.
260. The Parties agree that as part of the remuneration specified in the Agreement, the Supplier transfers, by virtue of the Agreement, to Siemens, all copyrights to all Works created in connection with the provision of the Services by the Provider or persons used by the Supplier in the performance of the Services (from whom the Supplier has previously acquired rights), without any time, territorial or quantitative limitations, in all fields of exploitation known at the time of conclusion of the Agreement, including the fields of exploitation specified in Article 50 and Article 74(4) of the Copyright Law, as well as in the following fields of exploitation, subject to **point 277**:
- 260.1. recording and reproduction of the Work, including saving on any media and in any recording formats, entering into computer memory and other IT data carriers, producing copies of the Work by any technique, including magnetic, printing, reprographic, digital, photosensitive, audiovisual, optical and computer recording techniques;
  - 260.2. trading in the original or copies on which the Work has been recorded, placing on the market, lending, leasing, or renting the original or copies;
  - 260.3. dissemination of the Work in a manner other than specified

- above - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the Work available to the public in such a way that everyone can access it in a place and at a time of their choice, including through Internet, IT, ICT, multimedia and computer networks, regardless of whether these networks provide access to a limited or unlimited number of people;
- 260.4. making modifications, cuts, alterations and adaptations along with the right to use them,
  - 260.5. making and using any number of copies of the whole or part, including backup copies of the whole or part, and using them concurrently with the original or parts thereof;
  - 260.6. translating, adapting, rearranging or making any changes to the Works;
  - 260.7. broadcasting by means of video or wired and wireless audio through terrestrial stations, via satellite (encoded and unencrypted signal) together with the right to retransmit on digital platforms or cable networks;
  - 260.8. publicly performing or playing, displaying or displaying regardless of the type and size of the audience.
261. Within the framework listed in **point 260**. Siemens fields of exploitation, in particular, will be entitled to re-use all or part of the documentation in the implementation of any project.
  262. In the event of the creation of a new field of exploitation, unknown at the time of concluding the Agreement, the Supplier undertakes, within 14 (in words: fourteen) days from the date of the call, to conclude an annex to the Agreement transferring the copyright in the new field of exploitation as part of the remuneration specified in the Agreement.
  263. The transfer of copyright includes their exercise in all forms and in all fields of exploitation covered by the Agreement, both in Polish and abroad without any time or territorial limitations.
  264. The transfer of the rights referred to above shall take place upon the creation of the Work or its separable part and the determination of such Work or any part thereof in any form, regardless of whether the determination covers all or part of the Work, and whether or not the whole or part of the Work has attained its final form, respectively. If the transfer of rights is not possible at the time described in this section, it shall take place at the latest at the time of transfer of the Work or part thereof (whether or not it has reached its final form) to Siemens, regardless of the form and method of transfer, in particular by entering the Siemens computer network, unless the payment of the remuneration due for the transfer of rights takes place earlier – in which case at the moment of payment of such remuneration (the Parties shall consider the date of payment to be the debit the Siemens account with the amount of the remuneration), and if the transfer of rights would not be possible at the time of payment of the remuneration – at the earliest possible time, but no later than at the time of transfer of the Works to Siemens.
  265. Supplier shall grant Siemens under the remuneration specified in the Agreement, upon delivery of standard software (i.e., software comprising computer programs that are a standard solution of Supplier or another third party, provided by Supplier as part of the performance of the Agreement, but not individually intended for Siemens or developed by Supplier as part of the performance of the Agreement, e.g. standard firmware) ["**Standard Software**"], without the need to make additional declarations, licenses to use the Standard Software, in the fields of exploitation indicated in **section 260.**, together with the right to grant further licenses to any entities, including entities from the Siemens Group, subcontractors, suppliers and partners, for the period indicated in **Section 266**, unless the payment of the remuneration due for the granting of the license takes place earlier, at the time of payment of such remuneration (the Parties shall consider the date of debiting the Siemens account with the amount of the remuneration as the moment of payment), and if the granting of the license at the time of payment of the remuneration is not would be possible – at the earliest possible time, but no later than when the Siemens Standard Software is handed over.
  266. Licenses referred to in **Section 265**. are granted for a period of 60 (in words: sixty) months and after the expiry of this period, the Supplier shall be entitled to renew this license for further periods for a fee paid by Siemens. The costs and conditions of license renewal will be agreed by the Parties on a case-by-case basis. Provider agrees not to take any factual or legal action that may result in the termination, assignment, termination, expiration or otherwise termination of the license (and possibly sublicenses) to use the Standard Software granted under these Siemens T&Cs. The above provision does not apply to the expiration of the license due to Siemens' failure to pay the fee required for the licenses. The Supplier shall inform Siemens of this fact 180 (in words: one hundred and eighty) days before the license expires.
  267. As part of the remuneration specified in the Agreement, the Supplier transfers to Siemens the right to exercise the copyright dependent to the Works and to permit the use and exercise of the copyright derivative rights in the Works by third parties, respectively, at the time of transfer of the copyright to the Works and dedicated software [i.e. software comprising computer programs created in connection with the performance of the Agreement by the Supplier or persons used by the Provider in the performance of the Agreement (from whom the Provider has previously acquired copyrights)] ["**Dedicated Software**"] and the granting of licenses to the Standard Software, in the fields of exploitation listed in **Section 260**, as well as for the preparation of developments, if consent to the preparation of the development would be required in the light of the Copyright Law. The exercise of subsidiary rights includes:
    - 267.1. creating, disposing of and using any and all studies, alterations, transformations, reconstructions, extensions, modifications and adaptations, regardless of the type of studies, including those not resulting from technical, technological or functional requirements,
    - 267.2. introducing (as well as disposing of and using), also without the participation of the Provider and the authors of the Works or other entities, changes, additions, updates and adaptations, which will serve to adapt the works created on the basis of it to the current needs of Siemens.
  268. As part of the remuneration specified in the Agreement, upon transfer of copyright to the Works and Dedicated Software and the granting of a license to the Standard Software, the ownership of all originals, copies and media on which the Work or part thereof is recorded shall be transferred to Siemens.
  269. With respect to the Dedicated Software, the Supplier is obliged to provide Siemens with the source code on a CD/DVD and/or flash drive (2 redundant media with copies of the code) or, if applicable, in another electronic form on a resource indicated by Siemens, for all products created or compiled by the Supplier for the purposes of the performance of the Agreement, together with the information necessary for the use of the code (including information on which software/system the code relates, and which compiler and with what options to use if it is compileable).
  270. The Provider warrants that neither the Provider nor any third parties entitled to moral copyright in the Works will exercise moral rights in the Works against Siemens or persons authorized by Siemens to use the Works, in particular to the extent that the exercise of such rights would prevent or impede the use of the Work, including its modification. The Supplier irrevocably authorizes Siemens to exercise moral rights and to grant further consents in this respect by Siemens to any entities chosen by Siemens without any time or territorial limitation. The Provider authorizes Siemens not to publish data relating to the authorship of a given Work or to bear the name or pseudonym of the creator.
  271. The remuneration specified in the Agreement includes the use of the Works in all fields of exploitation covered by these Siemens GTC, including those referred to in **Section 262**, as well as the transfer of other rights, granting consents and incurring obligations in accordance with the Agreement. The Provider is not entitled to separate remuneration for the use of the Works in each separate field of exploitation.
  272. The Provider declares that it is entitled to economic copyright, within the meaning of the Copyright Law in the Works and other rights in the Works transferred to Siemens in accordance with these Siemens GTC – in their entirety, without any restrictions or encumbrances on third parties. The Provider declares that the Works created as part of the provision of the Services will be in accordance with the law and will not infringe any rights of third parties, in particular copyrights. In the event of any claim by third parties against Siemens in connection with the violation of the provisions of this paragraph, relating to the Works which are the subject of the Agreement, provided by the Provider (including claims for infringement or alleged infringement of copyright, non-contractual use, know-how, industrial property rights, legal defects), the Supplier undertakes to indemnify and hold Siemens harmless from any liability to such third party.
  273. In the event that a third party brings any claim against Siemens for infringement or alleged infringement of intellectual property rights by Siemens in connection with the use of the Works to the extent set forth in the Agreement and these Siemens T&Cs, Siemens shall immediately notify the Provider thereof in writing. In such a case, the Supplier, as part of the remuneration specified in the Agreement:
    - 273.1. Siemens will, at its own expense, provide all necessary explanations and assistance to verify the claim, establish

- Siemens' position and undertake any defence, including providing Siemens with any documentation, to contact its representatives and employees and to ensure their participation in any proceedings as witnesses,
- 273.2. at the request of Siemens, Siemens will undertake to defend the interests of Siemens, in particular by entering into negotiations or negotiations with the third party who has made the claim, and by intervening in any proceedings on the claim and, if this is not possible, by appointing an agent cooperating with Siemens or acting on behalf of Siemens (at the option of Siemens),
- 273.3. will be responsible for the direct payment of any costs incurred by Siemens in connection with the claim, in particular the costs of legal services, including the representation of representatives selected by Siemens and, where appropriate, external experts (should their involvement be deemed by Siemens to be helpful for the purposeful defence), costs related to the commencement of negotiations, provided that Siemens retains the freedom to defend itself,
- 273.4. will be liable for the payment of any amounts awarded from Siemens by an authorized body (court, tribunal, administrative body) or agreed in a settlement with the claimant, as well as the costs of court, arbitration or administrative proceedings awarded against Siemens, regardless of whether they take place in Poland or abroad,
- 273.5. release Siemens from any and all obligations to perform to a third party arising from the infringement of intellectual property rights up to the full amount of Siemens' liability to the third party and notwithstanding the limits of liability provided for in the Agreement; this provision also applies to the compensation of damages that Siemens will suffer in the event of the satisfaction of non-monetary claims of a third party,
- 273.6. acquire the relevant rights for Siemens or modify or take other necessary steps to eliminate the state of infringement of intellectual property rights and to exclude future claims in this regard. Any modification or other action taken by the Supplier shall not lead to a restriction of the extent to which Siemens may use the subject matter of the Agreement.
274. The provisions of the above points shall also apply accordingly in a situation where there is a threat of infringement of intellectual property rights, and when any entity (in particular a public institution, an organization associating entrepreneurs or consumers) operating in Poland or abroad notifies Siemens of the threat of infringement or infringement of intellectual property rights, and regardless of whether the notification is related to a claim, penalty, or any other type of sanction infringing Siemens' interests.
275. For the avoidance of doubt, the Parties confirm that the provisions of this paragraph shall be in force after the expiry of the Agreement, including as a result of its termination or withdrawal from it.
276. The provisions of this paragraph shall not apply to "stock" materials (originating from publicly available databases, so-called stock services or photo banks) (hereinafter referred to as "**Stock Materials**") used in the course of the provision of the Services as elements of the Works. In the event of the intended use of the Stock Material in the Work (incorporation into the Work), the Provider shall inform Siemens in writing in each case and shall obtain the prior written consent of Siemens to use such material, including at its expense. If Siemens agrees to this effect, the Provider shall be obliged, at the expense and at the request of Siemens, to obtain the right (license) for Siemens to use the Stock Material used in the Work (incorporated into the Work) to the extent that Siemens will use the Work incorporating the Stock Material without any time and territory in accordance with the purpose of such Work, intended by Siemens and known to the Supplier, including the granting by Siemens to other entities (sub)licenses to use such Work for its intended purpose. The Parties may also agree that the relevant right (license) to use the Stock Material will be acquired directly by Siemens, in particular in a situation where it is not possible for the Provider to acquire the right (license) to Siemens to the extent specified in the preceding provision or Siemens wishes to acquire the right to use the Stock Material to a greater extent. However, the acquisition of the right (license) to use the Stock Material directly by Siemens requires the prior written consent of Siemens prior to any use of the Stock Material by the Provider. In the event of any claim by third parties against Siemens in connection with the Provider's breach of the provisions of this clause, the Supplier undertakes to indemnify and hold Siemens harmless from any liability towards such third party, in particular by taking the actions set out in **clause 273**.
277. In the event of (i) the use of pre-existing works in the Works created for Siemens or (ii) the need to obtain appropriate consents or permits for the use of other intellectual property rights or image rights or personal rights of third parties (e.g. related rights to artistic performances, consent of the model whose image is depicted in the photograph) [hereinafter referred to as "**External Works**"], upon the transfer of External Works, the Provider undertakes to acquire them, provide them directly to Siemens, transfer them to Siemens, sublicense them or otherwise provide Siemens with the ability to use such External Works (including within the Works) in time, territory and fields of exploitation, in accordance with the law and without prejudice to any rights of third parties, previously agreed by the Parties, taking into account the planned duration and manner of use and cost constraints (e.g. by specifying the media in which individual advertising materials are to be broadcast/made available and the period of their use), subject to **paragraph 276**. In the event of any claim by a third party against Siemens in connection with Supplier's breach of this Section, Supplier agrees to indemnify and hold Siemens harmless from any liability to such third party, as described in **Section 273**.
278. If, in the course of the performance of the Services, the Supplier has created any inventions, ideas or designs that are patentable or may be the subject of another protection or registration right, Siemens is entitled, at its sole discretion and on its own behalf and within the remuneration specified in the Agreement, to apply for such rights, including to apply for and apply for protection in all countries and to retain the protection title. Where necessary, Supplier will provide Siemens with all assistance in the process of applying for such rights, including filing a request and submitting a request; Supplier shall refrain from any action that may impede the application of such rights, including filing and filing an application, and impeding the effective exercise of such rights by Siemens. All property rights arising as a result of filing applications and submitting an application are vested in Siemens. The Provider hereby waives the right to obtain the protection titles referred to in this section, unless the Parties agree otherwise in individual cases.
279. Supplier warrants that all contracts entered into with its own personnel and subcontractors through whom it performs the Services will comply with the requirements of the Agreement and these Siemens T&Cs and will allow Supplier to perform and ensure compliance with all provisions thereof. Upon request by Siemens, Supplier shall present and amend the relevant agreements to the extent necessary to exercise or preserve Siemens' rights and interests under these Siemens T&Cs, including this paragraph. Supplier shall in each case ensure in such agreements that the termination of the contract between Supplier and its own personnel or subcontractors with whom it performs the Services shall not affect the obtaining of such rights by Siemens. Such provisions shall remain in force, shall remain in force and shall remain in force upon termination of the contract between the Supplier and its employees or subcontractors.

## § 52. Software Services

280. If Supplier develops, develops or modifies software for Siemens, Supplier shall provide Siemens with all related documentation, source code and output code.
281. In the event that the Services provided by the Provider include software-related services:
- 281.1. The Provider will provide support in the implementation of the application of the developed/developed/modified software and will maintain it. If such support and maintenance services are not within the scope of the Services provided under the Agreement, Siemens and Supplier shall agree on reasonable remuneration for the performance of such services;
- 281.2. The Provider uses secure software development methods that correspond to the current state of technical knowledge and technology, including secure coding standards, such as OWASP standards;
- 281.3. Siemens has the right to conduct or have Siemens authorized to conduct an annual audit of the Supplier's compliance with this Section and **Section 23. [Cybersecurity]**, at the relevant locations of the Supplier and without giving any reason, and, in addition, if Siemens has reasonable grounds to suspect that the Supplier is not fully complying with these provisions, in each case of such suspicion, after prior reasonable notice to the Supplier.

