

Siemens Industry, Inc. (CONTRACTOR), Terms and Conditions of Siemens Subcontract Field Work Order

General Conditions

These **General Conditions** are a part of the Purchase Order (“Order”) between CONTRACTOR and SUBCONTRACTOR.

The Terms and Conditions of Siemens Subcontract Field Work Order (the “Agreement”) shall consist of the following documents listed below. In the event of a conflict among these documents, precedence shall apply in accordance with the order in which the documents are listed in this section. All of these documents are incorporated into this Agreement by this reference:

- The Order
- These General Conditions
- Exhibit B – Siemens’ Supplier Code of Conduct and Employment Practices
- Exhibit C – General Safety Rules and Occupational Health & Safety
- Exhibit D – Wiring Products
- Exhibit E – Siemens Cybersecurity Requirements

Article 1: SERVICES BY SUBCONTRACTOR

1.0 CONTRACTOR engages and SUBCONTRACTOR accepts the engagement to perform services and/or provide materials or equipment (the “Work”) more fully described in the Order.

1.1 SUBCONTRACTOR is responsible for obtaining and confirming all measurements and taking all other actions necessary for the technical accuracy, quality and timely completion of the Work in full conformity with all applicable laws, regulations, codes, standards, ordinances, permits and approvals and with these Subcontract Documents.

1.2 SUBCONTRACTOR shall perform the Work diligently with sufficient numbers of qualified personnel, equipment, materials and supplies to accomplish the Work and maintain the schedule or restore the schedule. SUBCONTRACTOR warrants that all personnel performing any Work for SUBCONTRACTOR are employees of SUBCONTRACTOR. In the event SUBCONTRACTOR wishes to request an exception to this warranty (e.g., employ temporary workers), before using any such non-employee personnel in its Work, SUBCONTRACTOR shall request CONTRACTOR to approve an exception, and submit the information regarding such non-employee personnel as CONTRACTOR reasonably requests in order for CONTRACTOR to confirm to its satisfaction that such personnel satisfy the requirements of the Work, including without limitation, that they have the qualifications and training sufficient to perform the Work in accordance with the standards and requirements of these Subcontract Documents. CONTRACTOR shall not be obligated to approve such request for an exception, but shall be entitled to withhold, delay or condition its approval of such request for exception in its sole and absolute discretion. CONTRACTOR shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of CONTRACTOR. CONTRACTOR shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of CONTRACTOR. If CONTRACTOR reasonably determines that SUBCONTRACTOR’S Work is behind schedule, and such delay is not excused or authorized under these Subcontract Documents, then CONTRACTOR may require that SUBCONTRACTOR accelerate the Work at SUBCONTRACTOR’S sole cost and expense.

1.3 CONTRACTOR shall have access at all times to the locations where Work is performed and to all drawings, data, specifications, calculations, documents, test results, specimens, models and other things related to the Work or the project as a whole.

1.4 SUBCONTRACTOR shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work, except as may be specified in these Subcontract Documents supplied by CONTRACTOR or Customer. SUBCONTRACTOR shall work with CONTRACTOR and Customer to ensure coordinated delivery of equipment, materials, tools, supplies and parts to the project site.

1.5 SUBCONTRACTOR shall be responsible for the payment of any taxes, fees or duties other than those required to be paid by CONTRACTOR under the applicable law. Any taxes, fees or duties to be paid by CONTRACTOR must be clearly itemized on SUBCONTRACTOR’S invoices. No charges for taxes, fees or duties shall be added without CONTRACTOR’S prior written consent.

1.6 SUBCONTRACTOR is solely responsible for payment of compensation to its employees and any other individual or entity performing Work for SUBCONTRACTOR under this Order. SUBCONTRACTOR shall bear sole responsibility for all assessments, taxes, fringe benefits and insurance premiums applicable to SUBCONTRACTOR’S employees or other representatives. SUBCONTRACTOR shall require its lower tier subcontractors to pay all assessments, taxes, fringe benefits and insurance premiums for such lower tier subcontractors’ employees in connection with the Work. SUBCONTRACTOR shall be responsible for and, to the fullest extent allowed by law, defend, indemnify and hold CONTRACTOR and the Customer harmless from any and all damages, costs, fines and penalties arising out of SUBCONTRACTOR’S failure to comply with the requirements of this section.

1.7 If any of SUBCONTRACTOR’S Work fails to strictly conform to the requirements of these Subcontract Documents or is otherwise deficient or defective, then SUBCONTRACTOR shall, at CONTRACTOR’S option, promptly repair or replace such Work, at its sole cost and expense, including, if necessary, removal of any defective or non-conforming Work from the project site. SUBCONTRACTOR shall also be responsible, at its own cost, for the removal and replacement of any portion of the facilities damaged by SUBCONTRACTOR’S defective or non-conforming Work. Should SUBCONTRACTOR refuse or fail to commence the corrective work required by this section within one (1) business day of receiving written notice from CONTRACTOR or the Customer, CONTRACTOR shall have the right to perform such work itself or to have it performed by a third party on an expedited basis. SUBCONTRACTOR shall be responsible for all costs of such corrective work. The rights and obligations stated in this section are in addition to the rights and obligations set forth in Article 13 – Warranty of these General Conditions.

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1.8 SUBCONTRACTOR is responsible for the health and safety of its employees and the employees of its lower tier subcontractors. SUBCONTRACTOR shall comply with all safety programs, practices or procedures, if any, established, recommended or required by CONTRACTOR, the Customer, or any governmental or quasi-governmental authorities.

1.9 SUBCONTRACTOR shall be responsible for the security of the Work and shall take all reasonable precautions to prevent theft, loss and waste at the jobsite.

1.10 SUBCONTRACTOR shall at all times keep the premises and the vicinity of the Work free and clean of all debris and rubbish. If SUBCONTRACTOR fails to begin cleanup within twenty-four (24) hours following notice from CONTRACTOR of non-compliance, CONTRACTOR may begin cleanup without further notice to SUBCONTRACTOR, and SUBCONTRACTOR shall be responsible for all costs of such cleanup.

1.11 SUBCONTRACTOR shall cooperate (and shall cause its subcontractors and material suppliers to cooperate) with CONTRACTOR in scheduling and performing SUBCONTRACTOR'S Work to avoid conflicts, delays to and interference with the Work of CONTRACTOR, or other contractors and subcontractors on the project. If required by these Subcontract Documents, SUBCONTRACTOR shall participate in the preparation of coordination drawings in areas of congestion, specifically notifying and advising CONTRACTOR of any actual or potential interference. SUBCONTRACTOR shall be responsible for the resolution of any and all disputes between itself and other trades on the project, and shall be responsible for any cost, expense or delay resulting from such disputes.

1.12 Anixter, Inc. and Windy City Wire Cable & Technology Products, LLC are the preferred providers of specified cable for Siemens Industry, Inc., Smart Infrastructure. To the extent applicable, SUBCONTRACTOR must use the specified cable offered through Anixter, Inc. or Windy City Wire Cable & Technology Products, LLC for all Work under this SUBCONTRACT. If CONTRACTOR has not waived this requirement in writing and SUBCONTRACTOR fails to comply with it, CONTRACTOR shall have the right to deduct an amount equal to three and a half percent (3.5%) of the Contract Amount against SUBCONTRACTOR'S invoice(s).

1.13 *Covered Products:* SUBCONTRACTOR'S scope under this Subcontract shall not include any Covered Products. For avoidance of doubt, SUBCONTRACTOR'S failure to strictly comply with this Subcontract requirement related to Covered Products constitutes a material breach of this Subcontract and, in the event of such a material breach, CONTRACTOR may, at its option, elect to immediately terminate this Subcontract for cause (in whole or in part) or rescind this Subcontract.

"Covered Product" shall mean any item, equipment or service covered by the list found at <https://www.fcc.gov/supplychain/coveredlist>.

Article 2: COMMUNICATIONS AND NOTICES

2.1 All inquiries SUBCONTRACTOR may have concerning this Order shall be submitted to CONTRACTOR and not directly to the Customer. Notice shall be deemed sufficient if made by express courier, or mailing via Certified Mail postage prepaid to the address shown on page 1 of this Order. Notices sent via electronic mail are not sufficient unless they are acknowledged in writing by recipient (including by electronic mail) within (5) five business days of the date they are sent.

2.2 SUBCONTRACTOR'S notices of any event that SUBCONTRACTOR reasonably believes gives rise to a change, a delay, a claim or a dispute shall be in writing delivered to CONTRACTOR'S Designate Representative within five (5) business days following an occurrence or discovery of the event or within such shorter time as allowed by the Contract.

2.3 SUBCONTRACTOR shall not use or release any advertisement, notice or publicity depicting or describing the Work, CONTRACTOR or the Customer at any time, whether before, during or after completion of the Work, without the express prior written consent of CONTRACTOR. No signs (except reasonably necessary warnings) shall be placed upon the jobsite without CONTRACTOR'S express prior written approval.

Article 3: CHANGES

3.1 CONTRACTOR may, from time to time, by written order make changes in the Work, or the conditions under which it is to be performed, or may increase or decrease the Work to be performed. SUBCONTRACTOR shall not make changes in the Work or its manner of performance without prior written authorization from CONTRACTOR. No actions or omissions by CONTRACTOR and no course of dealings or course of performance shall eliminate, waive or modify these requirements that all changes in the Work be authorized by CONTRACTOR in writing. If such changes increase or decrease either the cost or the time required to perform the Work set forth in this Order, the parties will mutually agree upon an equitable adjustment to the price and/or the time to perform the Work. SUBCONTRACTOR acknowledges and agrees that it waives all right or claim to compensation for any additional work not specifically authorized in writing by CONTRACTOR'S Designated Representative prior to the commencement of such additional work.

Article 4: DOCUMENTS AND CONFIDENTIAL INFORMATION

4.1 All documents generated by SUBCONTRACTOR under this Order, including original drawings, estimates, reports, specifications, calculations, field notes, data and work product, are to become the property of and be delivered to CONTRACTOR. SUBCONTRACTOR may at its own expense retain reproducible copies of the documents solely for record purposes.

4.2 Both during the term and after the term of this Order, SUBCONTRACTOR shall treat as confidential all information obtained from CONTRACTOR, the Customer, or their respective affiliates, customers or consultants in connection with this Order, including but not limited to any secret, private or confidential data, proprietary business information, technical data, drawings, flow charts, program listings, software code and other software, plans, and any other proprietary information.

Article 5: FORCE MAJEURE

5.1 SUBCONTRACTOR shall notify CONTRACTOR in writing within three (3) business days of the knowledge of and/or occurrence of a Force Majeure event, and SUBCONTRACTOR shall not be considered to be in default of this Order if and to the extent that its failure or delay in performance is actually caused by Force Majeure. "Force Majeure" means acts of God or nature, acts of civil or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party. Strikes or other labor troubles

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involving SUBCONTRACTOR or its subcontractors shall not constitute Force Majeure. SUBCONTRACTOR shall use commercially reasonable efforts to mitigate the effect of such Force Majeure, and relief granted to the SUBCONTRACTOR experiencing Force Majeure shall be limited to an extension of the time of performance.

5.2 Notwithstanding the foregoing, if the Contract includes a Force Majeure clause, or similar provisions regarding the respective rights and obligations of the parties in the event that their performance is affected by events beyond their reasonable control, then such provisions of the Contract shall be considered incorporated into this Order, and the rights and obligations of the parties shall be governed by these provisions of the Contract.

Article 6: CHANGES IN SCHEDULE, SUSPENSION OF PERFORMANCE

6.1 CONTRACTOR shall have the right to modify the schedule, including suspension, delay or acceleration, in whole or in part, of the commencement or performance of the Work, or the sequence of the Work. In the event of such schedule modifications, the time for completion of SUBCONTRACTOR'S Work may be equitably adjusted. If such schedule modifications cause SUBCONTRACTOR to incur additional costs, SUBCONTRACTOR will be entitled to an equitable adjustment to its compensation (i) if the schedule modifications were made for the sole benefit of CONTRACTOR, or (ii) if the schedule modifications were made by the Customer, then to the extent that CONTRACTOR is compensated for such modifications by the Customer. However, SUBCONTRACTOR shall not be entitled to an equitable adjustment of its compensation if the schedule modification was necessitated by delay in SUBCONTRACTOR'S Work which was not excused or authorized by these Subcontract Documents.

Article 7: TERMINATION

7.1 CONTRACTOR may terminate this Order, in whole or in part, at any time, without cause upon ten (10) days prior written notice. If this Order is so terminated, SUBCONTRACTOR shall be paid for all services performed to the date of termination including all reasonable termination expenses, but shall not be paid for Work not performed.

7.2 CONTRACTOR may terminate this Order, in whole or in part, for cause upon the occurrence of any of the following events of default, which defaults are not cured by SUBCONTRACTOR within ten (10) days (or such other period of time as is commercially reasonable under the circumstances and allowed by the Contract) after receipt of written notice from CONTRACTOR specifying such breach, action, or failure: (i) all or any portion of the Work fails to conform to these Subcontract Documents; (ii) SUBCONTRACTOR fails to perform the Work within the time specified in these Subcontract Documents; (iii) SUBCONTRACTOR materially breaches any other term or condition of these Subcontract Documents; and (iv) SUBCONTRACTOR takes, or fails to take, action that creates a reasonable possibility that SUBCONTRACTOR will not timely fulfill its obligations under these Subcontract Documents. In addition, CONTRACTOR may terminate this Order, in whole or in part, for cause, without notice, upon the occurrence of any of the following: (i) any representation by SUBCONTRACTOR proves to have been false or misleading in any material respect; or (ii) SUBCONTRACTOR is insolvent, a petition is filed for reorganization of SUBCONTRACTOR or for its adjudication as bankrupt, SUBCONTRACTOR makes an assignment for the benefit of creditors, a receiver or trustee is appointed for any of SUBCONTRACTOR'S assets, or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation or winding up of affairs of SUBCONTRACTOR is commenced. In the event of any termination for cause, CONTRACTOR, in addition to all other remedies provided by law, shall be entitled to offset against any monies owed to SUBCONTRACTOR all additional costs, expenses or charges incurred or paid by CONTRACTOR in connection with or arising out of such termination.

7.3 Upon receipt of a termination notice, SUBCONTRACTOR shall: (a) promptly discontinue all Work to the extent directed; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to CONTRACTOR all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by SUBCONTRACTOR in performing this Order, whether completed or in progress.

Article 8: DISPUTES

8.1 No claim for additional compensation or extension of time shall be considered unless presented to CONTRACTOR'S Project Manager in writing within ten (10) calendar days after the occurrence giving rise to the dispute, or, if the Contract provides for a shorter time period, then the time period allowed by the Contract less two business days.

8.2 Unless CONTRACTOR instructs otherwise, SUBCONTRACTOR shall carry on the Work and maintain the schedule during any dispute proceedings, provided that CONTRACTOR continues to make undisputed payments in accordance with the terms of this Order.

Article 9: INDEMNITY

9.1 For separate consideration of ten dollars (\$10.00), which is included in the price set forth in this Order, and the receipt and sufficiency of which is hereby acknowledged and to the fullest extent allowed by applicable law, SUBCONTRACTOR shall indemnify, defend and hold CONTRACTOR and Customer and each of their respective employees, agents or subcontractors harmless from any and all losses, damages, settlements, costs, charges, expenses or liabilities of every kind or character, including reasonable attorneys' and witness' fees and other costs of defense and settlement, arising out of or relating to any and all claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, or causes of action of every kind, including but not limited to death or injury to any person, destruction or damage to any property, or contamination or adverse effect upon natural resources or the environment, arising out of any: (1) failure of SUBCONTRACTOR, its employees, agents or subcontractors to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body, including those dealing with health, safety or the environment; (2) improper, substandard, or inadequate performance or non-performance of this Order, including any submission of deficient cost or pricing data; (3) any negligent or wrongful act or omission of the SUBCONTRACTOR, its employees, agents, suppliers or subcontractors; or (4) claims that Work furnished hereunder infringes any patent, copyright, trademark, trade secret, or any other intellectual property right of a third party.

Article 10: INDIRECT DAMAGES

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10.1 In no event shall CONTRACTOR or the Customer be liable to SUBCONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same.

Article 11: ASSIGNMENT

11.1 SUBCONTRACTOR'S duties and obligations under this Order are personal and shall not be assignable or delegable by it in any manner. SUBCONTRACTOR'S rights and interest in this Order may not be assigned, pledged or otherwise encumbered without the prior written consent of CONTRACTOR.

Article 12: LIENS

12.1 If the applicable Project for the Work under this Order is located in a jurisdiction that has laws setting forth statutory requirements for lien waivers, SUBCONTRACTOR, for itself and all of its subcontractors, laborers, suppliers, mechanics and materialmen, hereby agrees, for each such Project, to issue lien waivers when and as permitted under such statutes. If the applicable Project for the Work under this Order is located in a jurisdiction in which preconstruction lien waivers are allowed and enforceable, SUBCONTRACTOR, for itself and all of its subcontractors, laborers, suppliers, mechanics and materialman, hereby waives and agrees not to claim any lien against the Work.

12.2 Provided that CONTRACTOR is in compliance with its payment obligations to SUBCONTRACTOR, if any sub-subcontractor, supplier, or any other person or entity that has furnished work, labor, materials and/or equipment to SUBCONTRACTOR files a mechanic's lien or any other lien, then SUBCONTRACTOR agrees to cause such lien to be promptly discharged at SUBCONTRACTOR'S sole cost and expense. If SUBCONTRACTOR fails to discharge such lien within five (5) business days of receiving written notice of it, or such shorter period as required by the Contract, then CONTRACTOR may cause such lien to be discharged, and SUBCONTRACTOR shall be charged for all costs and expenses of such discharge, including reasonable attorney's fees and legal costs and expenses.

Article 13: WARRANTY

13.1 SUBCONTRACTOR warrants that the Work, including any materials and equipment, shall be: (i) new, complete, merchantable, fit for the purposes specified in these Subcontract Documents, and of suitable grade for the intended function and use; (ii) in accordance with all of the requirements of these Subcontract Documents, including in accordance with applicable laws, codes and standards, and good industry practices; (iii) free from encumbrances to title; and (iv) free from defects in design, material and workmanship. SUBCONTRACTOR'S warranties set forth herein shall be in effect for a period of one year from the date of acceptance of the Work or such longer period as required by this Order (the "Warranty Period").

13.2 If, during the Warranty Period, any Work is found to be defective, SUBCONTRACTOR shall, at its sole cost and expense, promptly correct such defective Work and any other portions of the project or facility damaged or affected by such defective Work, whether by repair, replacement, re-performance or otherwise ("Corrective Work"). Corrective Work shall include any costs of disassembly and reassembly required in order to access the Work in need of correction.

13.3 If SUBCONTRACTOR fails to commence the Corrective Work within a reasonable period of time, not to exceed five (5) days, then CONTRACTOR, by written notice to SUBCONTRACTOR, may (in addition to any other remedies that it has under this Order, at law or in equity) perform such Corrective Work, and SUBCONTRACTOR shall be liable to CONTRACTOR for all costs and expenses arising out of or relating to such Corrective Work; provided, however, if any defective Work materially affects the construction, operation or use of any of the project or facility, or presents an imminent threat to the safety or health of any person, CONTRACTOR may perform the Corrective Work without giving prior written notice to SUBCONTRACTOR, and, in such event, SUBCONTRACTOR shall be liable to CONTRACTOR for all reasonable costs and expenses arising out of or relating to such Corrective Work.

Article 14: INSURANCE

14.1 SUBCONTRACTOR shall, at its sole expense, maintain insurance at all times during performance of the Work with insurers and in forms of policies satisfactory to CONTRACTOR with limits not less than the following: Workmen's Compensation: Statutory; Employer's Liability: \$1,000,000/occurrence; Comprehensive General Liability (covering bodily injury and property damage; contractual liability; products and completed operations; contractor's protective liability; broad form property damage; and XCU hazards): \$1,000,000/occurrence and aggregate; Automobile Liability (covering owned, non-owned and hired vehicles): \$1,000,000 CSL. The CGL and Automobile policies shall include CONTRACTOR, Customer and their respective subsidiaries, affiliates, contractors, employees, officers and directors as additional insureds. Each of the required policies shall waive subrogation in favor of the above required additional insureds.

Article 15: PARTIAL USE OR OCCUPANCY

15.1 CONTRACTOR and Customer may use and occupy any portion of the Work. Such partial use or occupancy shall not imply an acceptance by CONTRACTOR or Customer of that or any other portion of the Work.

Article 16: HAZARDOUS MATERIALS

16.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or which is subject to statutory or regulatory requirements governing its handling, disposal or remediation. Hazardous Materials also include all materials that meet the definitions of "Hazardous Goods," "Dangerous Goods," or "Hazardous Chemical Substances" under any federal or state laws. SUBCONTRACTOR shall have the same obligations with respect to such Hazardous Materials within the scope of the Work as CONTRACTOR may have under the Contract or by law.

16.2 Unless expressly authorized in this Order, SUBCONTRACTOR shall not bring any Hazardous Materials to the jobsite. SUBCONTRACTOR shall indemnify, defend and hold CONTRACTOR and the Customer harmless from any and all losses, damages, settlements, costs, charges, attorney's fees, expenses or liabilities of every kind, including but not limited to personal injury or death, arising out of SUBCONTRACTOR'S violation of the requirements of this section.

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16.3 If this Order authorizes SUBCONTRACTOR to bring Hazardous Materials onto the premises of CONTRACTOR or the Customer, then SUBCONTRACTOR shall be responsible for complying with all applicable federal and state laws, regulations, standards and codes regarding: (i) properly packaging and labeling such Materials; (ii) providing current Safety Data Sheets for such Materials; (iii) managing and storing such Materials; and (iv) properly disposing of any excess, waste or residue resulting from or generated in the performance of any Work (including without limitation containers of any Hazardous Materials not consumed in the performance of the Work).

Article 17: ADDITIONAL REQUIREMENTS FOR ACCESS

17.1 SUBCONTRACTOR shall provide the following assurances to CONTRACTOR for any SUBCONTRACTOR personnel which has or requests unescorted or uncontrolled access to CONTRACTOR'S premises or other CONTRACTOR-designated sites: (1) pre-employment screening, including but not limited to, reference checks and validation of education, prior employment, citizenship and driver's license/motor vehicle records, criminal background check and fingerprinting; (2) security awareness or other site-specific training; (3) identification verification screening; (4) drug and alcohol screening prior to site access; or (5) any other test, verification or training that may be required for access to the site. If requested by CONTRACTOR or the Customer, SUBCONTRACTOR shall provide written assurance to CONTRACTOR with documentation that SUBCONTRACTOR'S personnel have been checked/tested, and any concerns about an individual have been brought to the attention of CONTRACTOR. SUBCONTRACTOR shall remove and replace, at its sole expense, any of its personnel whom CONTRACTOR determines to be unfit, unsafe or otherwise unsuitable for Work.

Article 18: COMPLIANCE WITH LAWS, EMPLOYMENT PRACTICES, CODE OF CONDUCT, AND OTHER EXHIBITS

18.1 SUBCONTRACTOR certifies and represents that in the performance of this Order it will comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances including but not limited to Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14 thereof (collectively the "FLSA").

18.2 If in connection with the performance of this Order, SUBCONTRACTOR imports any materials, equipment or any other articles that are considered chemical substances under the U.S. Toxic Substances Control Act (TSCA), then SUBCONTRACTOR shall meet the applicable requirements of Sections 12 (Export) and Section 13 (Import) of the TSCA. Under Section 13 of the TSCA, importers are required to certify that they are either in compliance with TSCA regulations or not subject to TSCA before importing an article containing a chemical substance or mixture into the United States.

18.3 SUBCONTRACTOR agrees to comply with the principles and requirements of the Siemens Supplier Code of Conduct set forth in Exhibit B.

18.4 SUBCONTRACTOR agrees and affirms that it is and throughout the Work shall remain in compliance with all of the Employment Practices listed in Exhibit B, the General Safety Rules and Occupational Health & Safety set forth in Exhibit C, and to the extent applicable to the Work, the Siemens Cybersecurity Requirements set forth in Exhibit E. SUBCONTRACTOR'S failure to comply with and/or remediate any non-compliance with the requirements in these Exhibits shall be a material breach of this Order.

Article 19: ADDITIONAL WARRANTIES, REPRESENTATIONS AND COVENANTS

19.1 In addition to warranties, representations and covenants set forth in other parts of this Order, SUBCONTRACTOR hereby represents and warrants for the term of this Order as follows:

- (A) Neither SUBCONTRACTOR, nor its affiliates or its and their officers, directors, employees, representatives or subcontractors is the target of or designated under any sanctions program that is established by statute or regulation of the United States, by Executive Order of the President of the United States, or by designations of any department or agency of the United States government including but not limited to those designations reflected in the "list of Specially Designated Nationals and Blocked Persons" of the Office of Foreign Asset Control, U.S. Department of the Treasury;
- (B) Neither SUBCONTRACTOR nor any of its subcontractors is debarred by any agency of the federal government or of any State or Commonwealth.

Article 20: MISCELLANEOUS

20.1 If any provision of this Order is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intentions.

20.2 Any waiver by a party of strict compliance with the provisions of this Order must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

20.3 Termination or expiration of this Order shall not prejudice any rights and remedies of either party which may have accrued under this Order up to the date of termination or expiration. Termination or expiration of this Order shall not affect any provision of this Order which, expressly or by implication, is intended to come into or remain in effect after termination.

33.8 This Order may be executed in one or more duplicate counterparts which, when delivered and executed by CONTRACTOR and SUBCONTRACTOR, shall constitute a single binding agreement. The Parties agree that this Subcontract may be executed by the Parties in an agreed-on electronic or digital signature format.

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Exhibit B – Siemens' Supplier Code of Conduct and Employment Practices

This Exhibit is a part of the Purchase Order ("Order") between CONTRACTOR and SUBCONTRACTOR.

CODE OF CONDUCT FOR SIEMENS SUPPLIERS

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of the Siemens Group concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third party intermediary declares herewith to:

Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.
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Human Rights and Labor Practices

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
 - Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.
- Prohibition of Child Labor
 - Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
 - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.
- Non-Discrimination and Respect for Employees
 - Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
 - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
- Working Hours, Wages & Benefits for Employees
 - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
 - Adhere to all applicable working-hours regulations globally.
 - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
 - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.
- Health & Safety of Employees
 - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
 - Provide training to ensure employees are educated in health & safety issues.
 - Establish a reasonable occupational health & safety management system¹.
- Grievance Mechanism
 - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.

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Environmental Protection

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system

Fair Operating Practices

- Anti-Corruption and Bribery
 - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
 - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
 - Respect the intellectual property rights of others.
- Conflicts of Interest
 - Avoid and/or disclose internally and to Siemens all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
- Anti-Money Laundering, Terrorism Financing
 - Not directly or indirectly facilitate money laundering or terrorism financing.
- Data Privacy
 - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
- Export Control and Customs
 - Comply with the applicable export control and customs regulations.

Responsible Minerals Sourcing

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

Supply Chain

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

For additional information, visit www.siemens.com/code-of-conduct/managementsystems

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EMPLOYMENT PRACTICES FOR SIEMENS SUPPLIERS

SUBCONTRACTOR agrees and affirms that it has completed and retained the required I-9's for its employees. SUBCONTRACTOR agrees that it has: (i) examined the legal work status of its employees; (ii) retained file copies of the documents required by 8 U.S.C. SEC.1234a used to verify the employees' legal work status; (iii) neither altered nor falsified the employees' identification documents. In the case where FAR 52.222-54 applies, SUBCONTRACTOR agrees to confirm that its employees have been verified and approved through the E-Verify system and the U.S. Department of Homeland Security. In addition, SUBCONTRACTOR agrees to provide CONTRACTOR with evidence of such verification if requested by CONTRACTOR.

STATEMENT ON AFFIRMATIVE ACTION

As a federal contractor/subcontractor, the Recipient is required to comply with certain federal regulations, including the regulations promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") that implement the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") of 1974 and Section 503 of the Rehabilitation Act ("Section 503") of 1973. As a federal contractor, the Recipient is also required to provide notice of its policy related to affirmative action for qualified protected veterans and individuals with disabilities to its subcontractors, including subcontracting vendors and suppliers, referenced herein as "Subrecipients."

Recipient does not discriminate against qualified protected veterans or individuals with disabilities and takes affirmative action to employ and advance in employment qualified protected veterans and individuals with disabilities as required by applicable law, Subrecipient is hereby notified of Recipient's policy related to affirmative action and Recipient requests appropriate action by Subrecipient to comply with obligations arising under VEVRAA and Section 503.

For contracts of \$150,000 or more, Subrecipient shall comply with the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

For contracts of \$10,000 or more, Subrecipient shall comply with the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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Exhibit C – General Safety Rules and Occupational Health & Safety

This Exhibit is a part of the Purchase Order ("Order") between CONTRACTOR and SUBCONTRACTOR.

GENERAL SAFETY RULES

It is imperative that the general principles underlying all of the safe practices and procedures on the Project be understood by all SUBCONTRACTORS, namely, that each SUBCONTRACTOR is required to maintain at all times and in all areas a safe place to work, and is required to use safe methods while performing the Work.

CONTRACTOR shall have the right to direct the removal from the Project of any of the SUBCONTRACTOR'S unsafe tools or unsafe equipment, and any personnel for violations of safety rules at no additional cost to CONTRACTOR or Customer.

SUBCONTRACTORS performing any work at the Project shall, at a minimum, comply with the following safety requirements:

- A. Before beginning work at the Project, each SUBCONTRACTOR shall file all required insurance certificates with CONTRACTOR.
- B. Each SUBCONTRACTOR, before beginning work, shall first secure permission and any special instructions from CONTRACTOR.
- C. Compliance is required with the safety rules and practices prescribed by CONTRACTOR, Customer, OSHA, and other applicable federal, commonwealth, state, national and local agencies; including but not limited to the following:

Each SUBCONTRACTOR shall:

1. Hold weekly safety training meetings for all of its employees and give daily safety instructions as needed.
 2. Provide, maintain and use safe tools and equipment for the performance of its work.
 3. Furnish, and require the use of, proper personal protective equipment for its employees (such as hard hats, eye protection, respirators, safety belts, etc.). Safety shoes are recommended. Soft footwear (such as sandals or sneakers) is prohibited.
 4. Prohibit firearms, alcoholic beverages, drugs or other controlled substances on the Project.
 5. Prohibit horseplay or fighting on the Project.
 6. Comply with posted traffic regulations.
 7. Have a reverse signal or a flagman direct reverse travel for all vehicles having an obstructed view to the rear.
 8. Keep blades of bulldozers and forklifts, and buckets of shovels and front-end loaders down when not in use. The booms of cranes shall be lowered at the end of the shift and over the weekends and holidays, when it is practical to do so.
 9. Prohibit crane booms, loads, load lines, shovel booms or buckets from being operated within 10 feet of energized overhead power lines rated at 50KV or below. Greater distances are required above 50KV ratings.
 10. Remove debris from work areas, storage areas, walkways and roads. It may be temporarily accumulated only in designated containers or areas until such time that it can be removed from the Project.
 11. Remove exposed nails, or bend them over, to prevent puncture wounds.
 12. Keep cords, cables, and hoses out of walkways to prevent tripping hazards.
 13. Have ground fault protection for tools, extension cords and receptacles on temporary electrical systems.
 14. Cover or barricade all floor, roof, and wall openings. Covers shall be adequate to support all intended loads.
 15. Provide and maintain sufficient fire protection equipment (such as portable fire extinguishers, temporary fire hoses and water supplies, etc.).
 16. Equip all mobile equipment, such as trucks, cranes, bulldozers, etc. with individual fire extinguishers.
 17. Obtain flame permits when required by CONTRACTOR.
 18. Use extreme care with all open flame equipment.
 19. Keep flammable liquids in properly equipped storage tanks or in safety cans.
 20. Properly slope or shore the sides of trenches and excavations.
 21. Use scaffolds properly equipped with guardrails, midrails and full decking between the guardrails. Toeboards and screening shall be installed if people are required to pass under the scaffolds.
 22. Prohibit single plank runways or ramps. Two-plank width is the minimum requirement.
 23. Cover vertical reinforcing bars to prevent a puncture or impalement hazard.
 24. Barricade areas in which overhead work is performed, and post "overhead work" signs.
 25. Use danger tags only for their intended purpose, which is to prevent the operation of a switch or valve.
 26. Immediately report any hazardous condition or safety or health concerns that become known to it, whether arising from the Work or any other source at the Project.
 27. Report immediately to CONTRACTOR any death, injury or damage to any person or property.
- D. If a specific interpretation is needed for a special and/or unusual safety problem which is not covered by the OSHA standards, reference may be made to: American National Standards Institute's Safety Standards for Construction; A.G.C.'s Manual of Accident Prevention in Construction; or National Safety Council's Data Sheets for Construction or Accident Prevention Manual for Industrial Operations.
- E. The practices, procedures and requirements set forth herein shall apply equally to SUBCONTRACTOR and all lower tier subcontractors. It is mandatory that the SUBCONTRACTOR include the provisions hereof in all contracts with their lower tier subcontractors, if any.

- 1.1 SUBCONTRACTOR shall comply with all statutory provisions on health and safety and shall use its best efforts:
- (i) To eliminate hazards for the health and safety of the personnel employed by SUBCONTRACTOR and SUBCONTRACTOR'S direct or indirect subcontractors for the performance of the Work ("Personnel"); and
 - (ii) To ensure that no persons who are legally on the work site, including Personnel, CONTRACTOR'S personnel and visitors, suffer any injury.
- 1.2 Before the commencement of the Work, SUBCONTRACTOR shall provide CONTRACTOR with a written risk assessment that:
- (i) Analyzes all potential hazards for the health and safety of the Personnel arising out of the Work; and
 - (ii) Determines measures to eliminate such hazards.
- 1.3 SUBCONTRACTOR shall ensure that all Personnel take part in site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. SUBCONTRACTOR shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.
- 1.4 CONTRACTOR reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Work for security, health and safety reasons, at any time without any liability whatsoever.
- 1.5 SUBCONTRACTOR shall appoint a competent person as its representative for environmental, health and safety ("SUBCONTRACTOR EHS Representative") and shall ensure that the SUBCONTRACTOR EHS Representative takes part in safety discussions arranged by CONTRACTOR from time to time.
- 1.6 SUBCONTRACTOR shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site. In due time before a safety tour, SUBCONTRACTOR shall invite CONTRACTOR to participate in the tour. If SUBCONTRACTOR discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise CONTRACTOR of findings and of the status of the corrective actions.
- 1.7 Upon CONTRACTOR'S request, SUBCONTRACTOR shall promptly grant CONTRACTOR access to all documents related to health and safety connected with the Work.
- 1.8 In case of an incident leading to the death of any Personnel or a severe injury involving more than one day of incapacity of any Personnel or more than three workers being brought to hospital ("Severe Incident"), SUBCONTRACTOR shall immediately inform CONTRACTOR and shall, without undue delay:
- (i) Execute a root cause analysis of the incident;
 - (ii) Determine appropriate measures to exclude similar incidents in the future;
 - (iii) Define time periods for the measures to be implemented; and
 - (iv) Provide CONTRACTOR with a written report containing sufficient detail on the root cause, the measures determined, and the time periods defined.
- 1.9 SUBCONTRACTOR shall support any additional investigation conducted by CONTRACTOR.
- 1.10 CONTRACTOR and its authorized agents and representatives and/or a third party appointed by CONTRACTOR and reasonably acceptable to SUBCONTRACTOR shall be entitled (but not obliged) to conduct – also at SUBCONTRACTOR'S premises – audits in order to evaluate SUBCONTRACTOR'S health and safety management system and to identify measures for improvement.
- 1.11 Any audit may only be conducted upon prior written notice to SUBCONTRACTOR, during regular business hours, in accordance with the applicable data protection law, and shall neither unreasonably interfere with SUBCONTRACTOR'S business activities nor violate any of SUBCONTRACTOR'S confidentiality agreements with third parties. SUBCONTRACTOR shall reasonably cooperate in any audit conducted.
- 1.12 The cost for the inspection shall be borne by CONTRACTOR, unless a Severe Incident or the detection of continuous or repeated deficiencies are the reason for such audit. In these cases, the cost shall be borne by SUBCONTRACTOR.
- 1.13 In the event CONTRACTOR produces a safety and health document for the site ("EHS Plan"), CONTRACTOR will provide SUBCONTRACTOR with a copy of the EHS Plan. SUBCONTRACTOR shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan, which CONTRACTOR may produce as it deems necessary. SUBCONTRACTOR shall ensure that its direct and indirect subcontractors contracted to perform the Work commit themselves to the EHS Plan and its updates.
- 1.14 In addition to any other rights CONTRACTOR may have, in the event of SUBCONTRACTOR'S material or repeated failure to comply with the statutory or contractual health and safety provisions, including the provisions of this Article and the provisions of the EHS Plan, CONTRACTOR may terminate this Order without any liability whatsoever, after providing SUBCONTRACTOR with a reasonable time period within which to remedy the failure.

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WIRING PRODUCTS – EXHIBIT D

This Exhibit is a part of the Purchase Order (“Order”) between CONTRACTOR and SUBCONTRACTOR.

Anixter, Inc. and Windy City Wire Cable & Technology Products, LLC are preferred providers of specified cable for Siemens Industry, Inc., Smart Infrastructure. All BT Branches and their electrical subcontractors must use the specified cable offered through one of these preferred providers.

CONTACT INFORMATION for each provider is below:

Anixter, Inc. (Preferred)

2301 Patriot Blvd
Glenview, IL 60026 USA

Website for Siemens specifications and information: www.anixter.com/SBT

Website for order tracking and part number search: www.eAnixter.com

Primary Contact: sbt@anixter.com
(888) 479-3830

Customer Service: [Gina Menolascino](#)
Inside Account Manager
gina.menolascino@anixter.com
(847) 390-4714

Chris Davis
National Account Manager
chris.davis@anixter.com
(847) 390-4718

Windy City Wire Cable & Technology Products, LLC (Approved)

386 Internationale Drive, Suite H
Bolingbrook, IL 60440 USA

Website: <https://www.smartwire.com/>

Primary Contact: Scott Sack
National Account Manager
ssack@smartwire.com
(630) 633-4506
(773) 848-1191

This Exhibit is a part of the Purchase Order (“Order”) between CONTRACTOR and SUBCONTRACTOR.

SIEMENS INDUSTRY, INC., SMART INFRASTRUCTURE

SIEMENS CYBERSECURITY REQUIREMENTS – EXHIBIT E

The references in this Exhibit E to the term “Supplier” shall refer to the SUBCONTRACTOR and the term “Customer” shall refer to CONTRACTOR.

1. Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
2. “Supplier Operations” means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.
3. Should products or services contain software, firmware, or chipsets:
 - (i) Supplier shall ensure all products and services have been developed in accordance with principles of secure software development consistent with software development industry best practices that include, but are not limited to, security design review, secure coding practices, risk based testing and remediation requirements. Suppliers providing products or services that will be directly or indirectly used by, or sold to, any department or agency of the United States government shall ensure all such products and services have been developed in accordance with the NIST Secure Software Development Framework (SSDF), SP 800-218 (to the extent applicable), unless otherwise specified by such department or agency or Applicable Laws;
 - (ii) Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
 - (iii) Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
 - (iv) Upon Customer’s request, Supplier shall provide to Customer a bill of materials, in a format specified by Customer, identifying all third-party software components contained in the products or services. Suppliers providing products or services that will be directly or indirectly used by, or sold to, any department or agency of the United States government shall provide, upon Customer’s request, a software bill of materials (SBOM) that meets the requirements established by the U.S. Department of Commerce or as otherwise specified by such department or agency. Third-party software shall be up-to-date at the time of delivery to Customer;
 - (v) If required by Customer’s end user(s), Supplier shall provide, to the satisfaction of such end user(s), security assessments, attestations, and such other risk assessment forms and documentation as such end user(s) may require from time to time (collectively “Assessment”) and will comply with such end user(s) Assessment requirements. Suppliers providing products or services that will be directly or indirectly used by, or sold to, any department or agency of the United States government shall, to the satisfaction of such department or agency, attest to or provide third-party assessment results demonstrating compliance with the NIST Secure Software Development Framework (SSDF), SP 800-218 (to the extent applicable), unless otherwise specified by such department or agency or Applicable Laws;
 - (vi) Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products and services for malicious code and vulnerabilities at any time, and shall adequately support Customer; and
 - (vii) Supplier shall provide Customer a contact for all information security related issues (available during business hours).
4. Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected **and vulnerabilities** discovered in any Supplier Operations, services and products, if and to the extent Customer and/or its end user(s) is or is likely to be materially affected.
5. Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.
6. Upon Customer’s request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).
1. For any products, services or software developed exclusively for Customer, Supplier shall provide to Customer all related documentation and the current and readable source code and object code of software developed or converted for Customer.

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

3. Supplier acknowledges that cybersecurity law is rapidly evolving. In an effort to reduce the need to amend these requirements as such laws change, Supplier agrees that if any new Applicable Laws that have different requirements than those included in this Agreement come into effect during the term of this Agreement, Supplier shall comply with such new requirements, and such requirements shall be deemed to be required by this Agreement. However, if Supplier notifies Customer that any such new requirements are materially different than required by preexisting Applicable Laws and that the implementation thereof would materially increase Supplier's costs, then the Parties shall negotiate in good faith an amendment to mutually revise the terms of this Agreement to implement those requirements.