

## Terms & Conditions for Sale Telecomunicación, Electrónica y Conmutación S.A.

### 1. General

- 1.1 The scope, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services to be provided by Tecosa-grupo Siemens (collectively referred to as "**Services**") are exclusively defined as the case may be either in the order confirmation of Tecosa-grupo Siemens or the Contract signed by the Customer and Tecosa-grupo Siemens.
- 1.2 The offer letter from Tecosa-grupo Siemens together with these terms and conditions and those other documents expressly identified in the offer letter as forming part of the contract shall together constitute the entire agreement between the parties (the "**Contract**"). Any terms and conditions of the Customer shall apply only where expressly accepted in writing by Tecosa-grupo Siemens.
- 1.3 References in the Contract to "**Tecosa-grupo Siemens**" are to the Tecosa-grupo Siemens, S.A. with CIF-A 28006377 and address in Ronda de Europa, 5, 28760 Tres Cantos (Madrid). References to the "**Customer**" are to the legal entity to whom the offer letter is addressed.
- 1.4 Works which are not explicitly described in the Contract are not included in the scope of the Services. Unless explicitly agreed otherwise, operating materials, consumables, spare and wearing parts shall not be included in the remuneration for the Services.
- 1.5 Tecosa-grupo Siemens is entitled to provide the Services via a secure remote access ("**Remote Services**").

The Customer shall verify that the security concept for the remote access proposed by Tecosa-grupo Siemens (see Common Remote Service Platform cRSP – security concept in its current version) is compatible with the technical capability of Customer and the Customer's safety, cyber security and other requirements. The Customer remains at all times responsible for the security of humans, machines and the serviced objects.

The Customer shall grant Tecosa-grupo Siemens access to the serviced objects via remote access. If contractually agreed with the Customer, the Customer shall activate and accept each remote access of Tecosa-grupo Siemens.

The Customer shall provide an internet connection (e.g. broadband cable connection, ISDN connection), which meets the technical requirements for a remote connection. The costs for such internet connection shall be borne by the Customer.

Tecosa-grupo Siemens is entitled to modify or amend the existing security concept, so long as the performance of Services via remote access is not compromised. Prior to implementing an amended security concept, Tecosa-grupo Siemens will inform the Customer of the amended security concept. In the event the implementation is contrary to reasonable interests of the Customer, the Customer shall give written notice to Tecosa-grupo Siemens within 4 weeks after receipt of the notice of the intended change in concept. In the event Tecosa-grupo Siemens and the Customer are unable to agree on the security concept, the Customer is entitled to terminate the Contract in respect of serviced objects that include Remote Services. In any event Tecosa-grupo Siemens may implement the amended security concept 8 weeks after notifying the Customer.

The Customer shall ensure that there is no disclosure of or access to personal data or business secrets during the performance of the Remote Services. Where such disclosure or access cannot be avoided during the performance of the

Remote Services, Customer shall notify Tecosa-grupo Siemens in good time prior to the performance of Remote Services.

### 2. Right of Use

- 2.1 Except as expressly otherwise agreed in this Contract, as between the parties all intellectual and industrial property rights in the Services, in all documents provided by Tecosa-grupo Siemens in connection with this Contract (the "**Documents**") and in all software, hardware, knowhow ("**IPR**") and other things provided with or as part of the Services and the Documents shall be the exclusive property of and vest in Tecosa-grupo Siemens. The Customer shall not be entitled to reverse engineer, decompile, or reproduce (or have reproduced) the Services or goods delivered in connection with such Services or parts thereof except to the extent that such restrictions are unenforceable under the applicable law.
  - 2.2 The Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the serviced objects by the Customer's own personnel, unless explicitly agreed otherwise in writing by Tecosa-grupo Siemens.
  - 2.3 If the Services include Tecosa-grupo Siemens software, such software is licensed under the license terms contained in the software documentation, the software itself or in the attached license terms (in each case the "**applicable license conditions**"), which shall prevail over this Clause 2. The software is issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software as described in the applicable license conditions or, if there are no applicable license terms, for the purpose of operation and maintenance of the Services.
  - 2.4 The Services may include third party software. Insofar as specific licence terms of the third party licensor apply, Tecosa-grupo Siemens will provide such license terms together with the Services. The Customer shall comply with such third party license terms.
  - 2.5 Insofar as the software contains Open Source Software ("**OSS**"), Tecosa-grupo Siemens will provide the applicable OSS license terms together with the Services. The OSS license terms shall prevail over this Contract. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g. README\_OSS).
  - 2.6 The rights granted in Clause 2 shall be transferable to a third party only together with the transfer of ownership of all of the Services to that third party.
  - 2.7 Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, Tecosa-grupo Siemens and its Affiliates may for its own business purposes collect, use, modify, and copy any data received under this Contract. Any legal obligations regarding personal data shall remain unaffected.
- ### 3. Prices and Terms of Payment
- 3.1 Unless agreed otherwise in writing, prices are excluding insurance and any other additional charges (such as inspections by third parties). The price payable by the Customer under this Contract shall be referred to in this Contract as "**Contract Price**".
  - 3.2 The Customer shall bear all incidental costs, e.g. travel expenses, daily allowances, in addition to the Contract Price.

3.3 The Contract Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) or any duties, customs or public charges related to the Contract. The Customer agrees to pay to or reimburse Tecosa-grupo Siemens for any taxes, customs, duties or other public charges levied on Tecosa-grupo Siemens. All payments shall be made to Tecosa-grupo Siemens' bank account without deduction (e.g. deduction of withholding tax) within 30 days after issuance of the invoice. If the Customer is required to make a deduction by law, the sum payable shall be increased so that Tecosa-grupo Siemens receives a net amount equal to the amount it would have received without such deduction. The Customer shall submit to Tecosa-grupo Siemens tax receipts from the relevant tax authorities in connection with the payments in due course.

3.4 Without prejudice to any other rights it may have, Tecosa-grupo Siemens may charge interest at 9 percentage points above the current base lending rate of the European Central Bank on any overdue payments.

3.5 Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as agreed otherwise in writing or as may be required by law.

#### 4. Rights and Obligations of Tecosa-grupo Siemens

4.1 Tecosa-grupo Siemens begins with the Services within a reasonable period of time and performs the Services during its normal service hours (Monday to Friday, 8.00 a.m. to 5.00 p.m. except for national and/or local holidays) or during the specifically agreed service hours, unless otherwise agreed to or otherwise stated in the specification of Services.

4.2 Tecosa-grupo Siemens reserves the right to execute the Services set out in the Contract through a technically equivalent solution, provided that any such modification does not constitute a change of the agreed characteristics/specifications of the Services to the detriment of the Customer.

4.3 Tecosa-grupo Siemens is entitled to subcontract Services to subcontractors. If Tecosa-grupo Siemens commissions subcontractors, Tecosa-grupo Siemens remains responsible for these subcontractors within the scope of the statutory regulations.

Unless otherwise expressly stated in this Contract, Tecosa-grupo Siemens shall not have any responsibility for Customer's scheduling, planning, project-management, quality programs, health, safety, security or environmental management and for any resulting time extension or cost-overrun with the Services.

Tecosa-grupo Siemens shall be responsible for necessary work permits of its personnel. Tecosa-grupo Siemens shall only use suitably qualified and experienced personnel in the respective technical field. Tecosa-grupo Siemens shall have the right to replace any of its personnel with equally qualified personnel.

4.4 Upon Tecosa-grupo Siemens' request, the Customer shall inform the Tecosa-grupo Siemens personnel in time of all their obligations towards the local authorities (such as police registration, etc.) and shall assist such personnel in their dealings with the local authorities. Customer shall provide Tecosa-grupo Siemens all support reasonably required in the procurement of entry, residence and working permits.

Any impossibility or delay in obtaining the necessary entry residence or working permits which is not solely attributable to Tecosa-grupo Siemens shall not constitute a breach of Tecosa-grupo Siemens' contractual obligations and Tecosa-grupo Siemens shall be entitled to an adjustment in deadlines for performance.

4.5 To the extent the Services include supervision, Tecosa-grupo Siemens' only obligation is to provide correct instructions and

it shall not be liable for the performance of third parties or Customer's personnel.

#### 5. Delay

5.1 Any agreed dates for performance of the Services or any part of them shall be extended by a reasonable period of time if and to the extent that Tecosa-grupo Siemens is delayed or impeded in the performance of its obligations by any third party or by the failure of the Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by the Customer or any third party appointed by the Customer, and compliance with the terms of payment.

5.2 If Tecosa-grupo Siemens does not meet any binding dates solely due to the fault of Tecosa-grupo Siemens, the Customer shall be entitled to liquidated damages amounting to 0,5% of the price of the delayed part of the Services per complete week of delay, in which the Customer suffered loss as a result of such delay. Liquidated damages payable in case of delay shall be limited to 5 % of the price of the delayed part of the Services.

If Services are provided on basis of a flat rate fee, the value of the service fee applicable to one month shall be used for calculating such liquidated damages and the maximum amount of liquidated damages.

5.3 Any rights and remedies of the Customer in case of delay other than those expressly stipulated in this Clause 5 and in Clause 16.2 a) below shall be excluded, to the extent permissible by law.

5.4 If the Customer, the Customer's contractors, or any other third party put in charge by the Customer causes a delay to the provision of the Services, the Customer shall reimburse Tecosa-grupo Siemens all additional costs and expenses incurred due to such delay.

#### 6. Force Majeure

6.1 A "**Force Majeure Event**" means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice and which results in a party (the "**Affected Party**") being unable to perform or being delayed in performing in whole or in part its obligations under this Contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Tecosa-grupo Siemens' IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.

6.2 If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.

6.3 The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

6.4 If one or more Force Majeure Events and their effect last for a period of 180 days in aggregate either party may terminate the Contract by giving to the other a written notice of termination with regard to the part of the Services not yet provided. With regard to the part of the Services not provided, Tecosa-grupo Siemens shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

#### 7. Obligations of the Customer

7.1 The Customer shall on its own apply for and obtain all necessary licenses, permits and approvals required for commissioning, acceptance and use of the Services.

7.2 The Customer shall do all that is required for Tecosa-grupo Siemens to commence the performance of the Services in time and to carry out the Services in an uninterrupted manner. In particular, the Customer shall at its cost provide:

- (i) Support for Tecosa-grupo Siemens in problem analysis to the extent necessary, e.g. providing incident reports and error messages.
- (ii) Coordination of third parties commissioned by the Customer.
- (iii) Before commencement of the Services and without specific request by Tecosa-grupo Siemens provision of up to date documents, drawings of and information about the serviced objects. Tecosa-grupo Siemens shall be entitled to use the Customer's documents for the provision of the Services and make them available to Tecosa-grupo Siemens' subcontractors providing Services.
- (iv) Current data back-up of the current software version, including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier. Execution of data retrieval if necessary.
- (v) Obtaining of any permits, approvals, consents or authorizations from any relevant authority, except to the extent that these can only be obtained by Tecosa-grupo Siemens.
- (vi) If the Services are conducted at Tecosa-grupo Siemens' premises, the Customer shall bear costs related to the transportation of the serviced objects to Tecosa-grupo Siemens.

7.3 If and to the extent the Services will be performed at the Customer's premises, the Customer shall at its cost provide additionally:

- (i) unrestricted access to the serviced objects, timely performance of all preparatory work and establishment of the required operating conditions and infrastructural requirements necessary for the performance of the Services (e.g. internet access, electricity and telephone).
- (ii) briefings and trainings, including provision of information regarding relevant hazards for humans and machines resulting from the provision of Services, as well as regarding the applicable safety regulations of Customer.
- (iii) ensuring and monitoring that the serviced objects are in a safe condition so that there are no risks for humans or machines during the performance of the Services. The Customer shall ensure that the serviced objects are disconnected from the mains during the performance of the Services. The switching authorization for the serviced objects and the respective responsibility always remains with the Customer. The same applies to the implementation of other required operational and legal safety measures, as well as to the provision of (special) protective clothing and devices as well as the provision of security and escort personnel to escort the service technicians in accordance with the requirements of work safety, and upon Tecosa-grupo Siemens' request, the provision of a second person required for accident prevention.
- (iv) suitably qualified personnel during the performance of the Services with the necessary experience and know-how to operate the serviced objects. Furthermore, the personnel must be able to make and implement any necessary decisions concerning the Services. Unqualified personnel may be rejected by Tecosa-grupo Siemens and shall be replaced at the Customer's cost.
- (v) technical resources and auxiliary equipment (e.g. ladders, scaffolding, lifting devices, special tools as well as on-site transportation) with the required operating personnel as well as the operating and production resources and materials and consumables necessary for the performance of the Services.
- (vi) power and water supplies together with the necessary connections up to the required location on site as well as heating and general lighting and, if necessary, air-conditioning and ventilation.

(vii) be responsible for adequate safety precautions on site against theft, damage, destruction and other adverse factors. Material lost or damaged shall be replaced or repaired at the Customer's cost.

7.4 If Services cannot be performed in the required manner or can only be performed upon delay on grounds for which Tecosa-grupo Siemens is not responsible, particularly because the Customer has not performed or timely performed its general or special duties of cooperation or the Customer has culpably missed an agreed deadline, Tecosa-grupo Siemens may separately charge to the Customer the additional expenses incurred, including all waiting periods. Agreed-upon dates and deadlines shall be prolonged to a reasonable extent.

7.5 The Customer acknowledges that Services on site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws "hazardous materials" or "hazardous waste".

If Tecosa-grupo Siemens discovers hazardous materials like asbestos, environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local conditions which adversely affect the Services, the Customer shall be liable for any required remediation and also reimburse Tecosa-grupo Siemens for any additional costs and expenses. Tecosa-grupo Siemens shall also be entitled to a reasonable extension of time. The Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws.

7.6 Tecosa-grupo Siemens shall comply with the Customer's site rules and regulations when performing Services on the Customer's premises, provided that the Customer informs Tecosa-grupo Siemens, in writing, of all relevant site rules and regulations in force at the premises within a reasonable period prior to performance of the Services.

The Services shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken by the Customer, at no cost to Tecosa-grupo Siemens, before Services commence and shall be maintained by the Customer during Tecosa-grupo Siemens' performance of the Services.

7.7 For any portion of the Services performed by Tecosa-grupo Siemens and/or its subcontractors on a time basis, the Customer shall confirm Tecosa-grupo Siemens weekly of the hours worked by Tecosa-grupo Siemens' and/or its subcontractors' personnel.

## 8. Changes to the Services, Variations

8.1 Either party may at any time request in writing changes, modifications or additions to the scope of the Services (hereinafter referred to as "**Variation**"). Upon receipt of such Variation request, Tecosa-grupo Siemens shall provide the Customer with a written quotation for the requested Variation, specifying the effects of the requested Variation on the terms and conditions of the Contract, including any necessary adjustment of prices, time schedules and agreed dates, scope of the Services and any other affected provisions of the Contract.

If the Customer wishes to proceed with a requested Variation on the basis of a Tecosa-grupo Siemens Variation quotation, the Customer shall notify Tecosa-grupo Siemens thereof in writing within 14 days of receipt of such Variation quotation. Tecosa-grupo Siemens is not obliged to give effect to the Variation until it has been agreed in writing by the parties.

8.2 If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract signature, Tecosa-grupo Siemens shall be entitled to an adjustment of the Contract,

including inter alia a fair adjustment of the Contract Price to reflect any additional costs to be incurred by Tecosa-grupo Siemens, the time schedules and scope of Services, in order to compensate for any adverse effects or additional requirements deriving from such changes.

## 9. Acceptance and Risk of Accidental Damage

9.1 Unless otherwise agreed in writing, an acceptance of the Services is not required. Where the parties have agreed on an acceptance in writing, the Customer shall declare acceptance within 1 week of completion of performance of the Services by Tecosa-grupo Siemens, or of the notice of completion, whichever is earlier. The Customer is not entitled to refuse acceptance due to non-significant defects. Acceptance shall be deemed to have occurred within 1 week of completion of performance by Tecosa-grupo Siemens or if the Services have been put into operation.

9.2 All costs and expenses of the Customer and any third parties (other than those of Tecosa-grupo Siemens' own personnel or contractors) incurred in connection with inspections, tests, approvals, acceptance procedures etc. shall be borne by the Customer.

9.3 The Customer shall bear the risk of accidental damage to or loss of the Services and the serviced objects. Goods and materials included in the Services are delivered EXW (Incoterms 2010).

## 10. Defects Liability

10.1 Tecosa-grupo Siemens shall be liable for the proper performance of the Services in accordance with this Contract. If Tecosa-grupo Siemens delivers materials and goods in connection with the Services, Tecosa-grupo Siemens shall be liable to the Customer for any non-conformity with express terms of this Contract resulting from circumstances existing at the time of the transfer of risk.

10.2 The Customer shall immediately notify Tecosa-grupo Siemens in writing of any defective Services or defective materials and goods without undue delay. The Customer's claims in respect of defects shall be excluded for any apparent defects if the Customer has failed to do so.

Upon such written notification, Tecosa-grupo Siemens shall be given a reasonable period of time and opportunity to re-perform the Services and/or, at its option, repair or replace defective materials or goods. The Customer shall grant Tecosa-grupo Siemens working access to the defective Services, material, or goods, shall undertake any necessary disassembly or reassembly, and shall provide access to operation and maintenance data without cost to Tecosa-grupo Siemens. Upon Tecosa-grupo Siemens' request, the Customer shall ensure that the title to the replaced parts/items shall pass to Tecosa-grupo Siemens.

10.3 The defects liability period for any part of the Services shall expire 12 months after provision of the defective the Services or acceptance if agreed. For materials and goods, the defects liability period shall expire 12 months after the transfer or risk.

For re-performed Services and replaced or repaired materials and goods, the defects liability period is 6 months from the date of re-performance, replacement, or repair, if the original defects liability period expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period.

10.4 There shall be no warranty claim for insignificant deviations from the agreed quality, of only minor impairments of usability, for normal wear and tear, or impairments due to improper or negligent handling by Customer, unsuitable equipment provided by Customer, non-reproducible software errors or special external influences which are not identified within the Contract. In addition, software errors are only deemed a defect if the

defect occurs in the most current software version at the given time.

10.5 If software is defective, Tecosa-grupo Siemens shall only be obliged to provide the Customer with an updated version of the software in which the defect has been remedied when Tecosa-grupo Siemens can be reasonably expected to provide such updated version or, if Tecosa-grupo Siemens is only licensee, such updated version is reasonably available from Tecosa-grupo Siemens' licensor. If the software has been modified or individually developed by Tecosa-grupo Siemens, Tecosa-grupo Siemens shall in addition provide the Customer with a workaround or other interim error correcting solution until the provision of an updated version of the software in which the defect is remedied, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be stopped or substantially impeded.

10.6 If Tecosa-grupo Siemens re-performs allegedly defective Services and it is ultimately not established that the Services were defective, the Customer shall pay Tecosa-grupo Siemens for such re-performance.

10.7 Any other liability of Tecosa-grupo Siemens and claims of the Customer in case of defective Services or defects, other than those expressly stipulated in this Clause 10 or, in case Tecosa-grupo Siemens failed at least three times in remedying/re-performing in Clause 16.2 b), shall be excluded. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

## 11. Intellectual Property

11.1 If a third party asserts legitimate claims against the Customer that the Services infringe an IPR owned by such third party, then subject to the following provisions of this Clause 11, Tecosa-grupo Siemens shall, at its option and expense, either

- obtain a right to use the relevant IPR in connection with the Services;
- modify the works forming part of the Services so as not to infringe the relevant IPR; or
- replace the infringing part of the Services.

If, in the opinion of Tecosa-grupo Siemens, none of the foregoing is reasonably possible, Tecosa-grupo Siemens may take back the relevant part of the Services and reimburse the price for such part.

11.2 Tecosa-grupo Siemens' obligations in Clause 11.1 are subject to the following conditions:

- The Customer has immediately notified Tecosa-grupo Siemens in writing of the third party's claim and furnished Tecosa-grupo Siemens with a copy of each communication, notice or other action relating to the alleged infringement,
- the Customer does not acknowledge an infringement and provides Tecosa-grupo Siemens with the authority, information and assistance reasonably required by Tecosa-grupo Siemens to defend or settle such claim, and
- Tecosa-grupo Siemens is given sole control of the defence (including the right to select counsel), and the sole right to settle such claim.

If the Customer ceases to use the works forming part of the Services or any relevant portion thereof, it shall notify the third party in writing that its cessation to use is not an admission of IPR infringement.

11.3 Any claims of the Customer shall be excluded if the Customer (including its agents, employees or contractors) is responsible for the IPR infringement, which shall include without limitation if the IPR infringement was caused by specific demands of the Customer, by use of the works forming part of the Services for a purpose or in a manner not foreseeable by Tecosa-grupo Siemens, by a modification of the works forming part of the

Services by the Customer or by use of the works forming part of the Services in connection with other equipment.

- 11.4 This Clause 11 sets forth Tecosa-grupo Siemens's entire liability for infringement of third party IPRs. Any other rights and remedies of the Customer shall be excluded.

## 12. Liability

Unless explicitly stipulated in this Contract, this Clause 12 shall exclusively govern the liability of Tecosa-grupo Siemens for damages, costs and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in Contract, in tort (including negligence), misrepresentation, indemnity, under warranty or otherwise.

- 12.1 Tecosa-grupo Siemens shall be liable for bodily injuries and for intentional acts or omissions pursuant to the applicable law.
- 12.2 Tecosa-grupo Siemens shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, or for any indirect or consequential damage.
- 12.3 Tecosa-grupo Siemens' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall not exceed 50% of the Contract Price, if a lump sum has been agreed, or 50% of the fees paid in the 12 months preceding the month in which the claim arose if no lump sum has been agreed.
- 12.4 Any limitations of liability set forth in this Contract shall also apply for the benefit of Tecosa-grupo Siemens' subcontractors, employees, agents or any other person acting for Tecosa-grupo Siemens.
- 12.5 Any and all liability of Tecosa-grupo Siemens under this Contract shall cease with the expiry of the defects liability period of the Services.
- 12.6 Any, rights, and remedies of the Customer against Tecosa-grupo Siemens that are not expressly stipulated in the Contract shall be excluded.

## 13. Assignment and Sub-contracting

- 13.1 The Customer may not assign this Contract or any part thereof without Tecosa-grupo Siemens' prior written approval.
- 13.2 Tecosa-grupo Siemens may assign the Contract or any part of it to an affiliated company ("Affiliate"), being any legal entity ("Company") which directly or indirectly is controlled by Tecosa-grupo Siemens, controls Tecosa-grupo Siemens or is controlled by a Company which directly or indirectly controls Tecosa-grupo Siemens.
- 13.3 Tecosa-grupo Siemens shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business of Tecosa-grupo Siemens to a third party.
- 13.4 Tecosa-grupo Siemens may sub-contract parts (but not all) of the Services.

## 14. Confidentiality and Data Protection

- 14.1 The parties shall use any documents, know-how, data or other information provided by the other party ("Information") exclusively for the purpose of this Contract and keep the same confidential subject to the following. The parties may disclose Information to employees of the receiving party and to third parties who reasonably need to know such Information for the purpose of the Contract provided such employees and third

parties are bound by equivalent confidentiality obligations. The party disclosing Information shall be held liable for a breach of such obligations by its employees or a third party.

- 14.2 This confidentiality obligation shall not apply to Information which
- is or becomes part of the public domain other than by fault of the receiving party;
  - is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;
  - is developed independently by the receiving party without reliance on Information;
  - was known to the receiving party prior to its disclosure by the other party; or
  - is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).
- 14.3 This confidentiality obligation shall survive the expiration or termination of this Contract for 5 years.
- 14.4 Tecosa-grupo Siemens and the Customer shall comply with the statutory provisions relating to protection of personal data. The Customer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable Tecosa-grupo Siemens to perform the Services without any breach of law. The Customer is advised to take appropriate measures – as far as possible – to prevent access of Tecosa-grupo Siemens to personal data or trade secrets of the Customer while providing the Services. In the event that it cannot be prevented that Tecosa-grupo Siemens is granted access to personal data of the Customer, the Customer is obliged to inform Tecosa-grupo Siemens in due time before the Services are performed. The Customer and Tecosa-grupo Siemens shall then agree on the actions to be taken.
- 14.5 The personal data of the Customers that it has been provided for you, will be incorporated into a file of Tecosa-grupo Siemens SA with corporate address at number 5 of Ronda de Europa, in Tres Cantos de Madrid, Spain. The purpose of the processing shall be to respond to your queries or, where appropriate, to meet the obligations of the legal relationship you have accepted; and the legitimacy shall be that of your own consent or that of the performance of the contract, respectively. The prospective offer of products and services is based on the consent that is requested, without, in any case, the withdrawal of this consent condition the execution of the referred contract. The data will be kept until the described purpose is fulfilled and for as long as legally required.

The companies of the Tecosa-grupo Siemens Group, which can be consulted at the following link, [https://www.Tecosa-grupo Siemens.com/investor/pool/en/investor\\_relations/faq/Tecosa-grupo Siemens\\_AR2016\\_ListSubsidiaries313.pdf](https://www.Tecosa-grupo Siemens.com/investor/pool/en/investor_relations/faq/Tecosa-grupo Siemens_AR2016_ListSubsidiaries313.pdf), will be able to access the Customer's data in compliance with the Group's Corporate Binding Rules, the summary of which can be read here: [https://findit.compliance.Tecosa-grupo Siemens.com/content/1000101/Compliance/CL\\_CO/CL\\_CF\\_DP/findIT\\_CL\\_CF\\_DP\\_3637.pdf](https://findit.compliance.Tecosa-grupo Siemens.com/content/1000101/Compliance/CL_CO/CL_CF_DP/findIT_CL_CF_DP_3637.pdf)

The Customer may send a letter to the person in charge mentioned below to exercise his/her rights of access, rectification, deletion, limitation or opposition to the processing, as well as, when possible, portability of their data. If you have provided your data for one or more specific purposes, you have the right to withdraw your consent without affecting the lawfulness of processing based on your prior consent before to withdrawal. You can contact our Data Privacy Officer at the following address Tecosa-grupo Siemens S. A., Compliance Department in Ronda de Europa nº 5,28760, Tres Cantos, Madrid, or via e-mail [compliance.es@Tecosa-grupo Siemens.com](mailto:compliance.es@Tecosa-grupo Siemens.com) to request more information or exercise your rights. Likewise, they have the right to file a complaint with the corresponding supervisory authority, being, in the case of Spain, the Spanish Data Protection Agency. In the website of

this authority, interested parties can also find models for the exercise of their rights: <https://www.agpd.es/>.

## 15. Suspension

- 15.1 Tecosa-grupo Siemens may suspend performance of its obligations under the Contract, if (i) the Customer is in delay with any payment or in providing any payment security required under this Contract for more than 30 days, (ii) the Customer fails to perform those of its obligations necessary for Tecosa-grupo Siemens to perform the Services, or (iii) the Customer otherwise materially breaches the Contract.
- 15.2 If Tecosa-grupo Siemens suspends the Contract in accordance with Clause 15.1 or in the event the Customer suspends the Contract without the express written agreement of Tecosa-grupo Siemens, the Customer shall become immediately liable to pay Tecosa-grupo Siemens for all parts of the Services already provided. The Customer shall further reimburse Tecosa-grupo Siemens all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

## 16. Termination

- 16.1 Not applicable
- 16.2 Save as provided under Clause 6.4 and Clause 16.1, the Customer may terminate the Contract only in the circumstances set out below and in each case upon 14 days written notice to Tecosa-grupo Siemens:
- in the event of delay, if the maximum liquidated damages under Clause 5.2 are payable, a reasonable period of time for performance has been granted to Tecosa-grupo Siemens and has expired and within that time Tecosa-grupo Siemens has not provided a commitment to pay further liquidated damages exceeding the before-mentioned maximum liquidated damages in respect of the continuing period of delay, or
  - in the event Tecosa-grupo Siemens has materially and repeatedly breached the Contract and has not remedied the breach within a reasonable period after receiving a written notification of the breach from the Customer.
- 16.3 Any termination by the Customer shall not affect those parts of the Services already performed in accordance with the Contract prior to the termination. After termination of the Contract in accordance with Clause 16.2, the Customer shall remain liable to pay Tecosa-grupo Siemens for all parts of the Services already performed prior to termination. The Customer shall be entitled to compensation for the costs incurred in excess of the Contract Price if it had the Services completed by a third party. For the avoidance of doubt, Clause 12 shall apply in case of termination.
- 16.4 Notwithstanding any other rights it may have under this Contract, Tecosa-grupo Siemens may terminate the Contract
- if the Customer comes under the direct or indirect control of any competitor of Tecosa-grupo Siemens, or
  - if the Customer materially breached the Contract and has not remedied the breach within a reasonable period after a notification by Tecosa-grupo Siemens or is in delay in making any payment or in providing any payment security required under this Contract for more than 60 days; or
  - if the Contract has been suspended for more than 60 days.
- 16.5 In the event of termination by Tecosa-grupo Siemens, Tecosa-grupo Siemens shall be entitled to recover from the Customer the Contract Price less any saved or avoided expenditure and any additional cost and expenses incurred by Tecosa-grupo Siemens due to such termination.

## 17. Dispute Resolution, Applicable Law

- 17.1 The Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Spain. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 17.2 All disputes arising out of or in connection with the Contract including any question regarding the termination or any subsequent amendment of the Contract shall be finally settled by the courts and tribunals of the city of Madrid, Spain.
- 17.3 The language to be used in the arbitration proceeding shall be Spanish. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

## 18. Export Regulations

- 18.1 If the Customer transfers works forming part of the Services (hardware and/ or software and/ or technology as well as corresponding documentation and/ or works and services, regardless of the mode of provision, and/ or including all kinds of technical support) provided by Tecosa-grupo Siemens to a third party worldwide, the Customer shall comply with all applicable national and international (re-) export control regulations. In any event the Customer shall comply with the (re-) export control regulations of Spain, of the European Union and of the United States of America.
- 18.2 If required to conduct export control checks, the Customer, upon request by Tecosa-grupo Siemens, shall promptly provide Tecosa-grupo Siemens with all information pertaining to a particular end customer, destination and intended use of works forming part of the Services, as well as any export control restrictions existing.
- 18.3 The Customer shall indemnify and hold harmless Tecosa-grupo Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Customer, and the Customer shall compensate Tecosa-grupo Siemens for all losses and expenses resulting therefrom, unless such non-compliance was not caused by the fault of the Customer. This provision does not imply a change in the statutory burden of proof.

## 19. Miscellaneous

- 19.1 Nothing in this Contract shall be deemed to create an employment relationship between Tecosa-grupo Siemens and the Customer or any of their personnel or subcontractors.
- 19.2 The Customer is not entitled to issue instructions to Tecosa-grupo Siemens' employees. Tecosa-grupo Siemens is free to select and allocate the personnel deployed for the performance of the Services. Tecosa-grupo Siemens alone shall pay for all compensation and social benefits of its employees.
- 19.3 Tecosa-grupo Siemens shall not be obligated to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 19.4 If any provision of this Contract is prohibited or rendered invalid or unenforceable, this shall not affect the validity or enforceability of any other provision. The parties shall use their reasonable efforts to substitute such provision by a legal, valid or enforceable one with the same or a similar result.
- 19.5 Any amendments, changes or additions to this Contract must be made in writing in the form of a written agreement signed by both parties.

- 19.6 No delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall affect, impair or operate as a waiver of such right, power or remedy.
- 19.7 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.
- 19.8 This Contract is drawn up in the English language. If this Contract is translated into another language, the English language text shall in any event prevail.
- 19.9 In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security

concept. Tecosa-grupo Siemens' portfolio only forms one element of such a concept. You are responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Tecosa-grupo Siemens' guidance on appropriate security measures should be taken into account. For additional information, please contact your Tecosa-grupo Siemens sales representative or visit [https://www.Tecosa-grupo Siemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html](https://www.Tecosa-grupoSiemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html) Tecosa-grupo Siemens' portfolio undergoes continuous development to make it more secure. Tecosa-grupo Siemens strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. Tecosa-grupo Siemens strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under [http://www.Tecosa-grupo Siemens.com/cert/en/cert-security-advisories.htm](http://www.Tecosa-grupoSiemens.com/cert/en/cert-security-advisories.htm).