

## General License Conditions for Software Products for Automation and Drives for Customers with a Seat or Registered Office in Germany

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The following conditions are a translation of the "Allgemeine Bedingungen zur Überlassung von Software für Automatisierungs- und Antriebstechnik an Lizenznehmer mit Sitz in Deutschland". In case of contradictions, the German version shall prevail.

### 1. Supply of Software by Siemens AG to Customers with a Seat or Registered Office in Germany and Granting of Rights to Use the Software

1.1 These General License Conditions shall exclusively apply to the delivery of Software for Automation and Drives by Siemens Aktiengesellschaft, Germany (hereinafter referred to as "Siemens") to the Customer. General terms and conditions of the Customer shall apply only where expressly accepted in writing by Siemens. The scope of delivery of the Software shall be determined by the congruent mutual written declarations of both parties.

Siemens shall grant the Customer rights to use the software specified in the Confirmation of Order or, if the Customer does not receive a Confirmation of Order, the software specified in the Certificate of License or that specified in the Software Product Sheet, if the Customer is instead submitted a Software Product Sheet (hereinafter referred to as "SW"). The Certificate of License and the Software Product Sheet shall be collectively referred to as "CoL" hereinafter. The Customer shall be submitted the CoL when the SW is supplied or in conjunction with the delivery bill.

The way in which the SW is supplied is also derived directly from the Confirmation of Order or from the SW purchase order number contained in the Confirmation of Order, in conjunction with the associated order data of the Siemens catalog valid at the time of the Confirmation of Order (hereinafter collectively referred to as "Order Data"), or from the CoL. If the Customer does not receive a data medium, it shall be authorized to copy the SW already available to it to the extent necessary to exercise the rights to use the SW granted to it. The aforesaid shall apply, mutatis mutandis, to electronic supply of the software (downloading).

Where reference is made to the Order Data or the CoL in these General License Conditions, the reference to the CoL is of significance if the Customer has not received a Confirmation of Order. In any case, the data contained in the Order Data is also contained in the CoL.

1.2 The Documentation relating to the SW (hereinafter referred to as "Documentation") shall be purchased separately, unless either the Order Data or CoL contains a stipulation stating that it belongs to the scope of delivery. If the Customer is authorized to copy the SW in accordance with Clause 1.1, this shall also apply to the Documentation provided that it is included in the scope of delivery.

1.3 In the event that Siemens submits a License Key to the Customer which unlocks the SW (hereinafter referred to as "License Key"), this License Key must also be installed.

1.4 The rights granted to the Customer with respect to the SW are based on the License Type (see Section 2) and the Software Type (see Section 3). The license and Software Types are detailed in the Order Data or CoL.

If the SW is supplied electronically or if copying rights are granted for it, the rights and duties specified in these General License Conditions shall apply to the legitimately generated copies.

1.5 If the Customer is legitimately in possession of a previous SW version/release (hereinafter referred to as "Previous Version"), the Customer shall be authorized to exercise the rights to use the SW granted to it either with respect to the SW or - if this is intended from a technical point of view - to the Previous Version, at its own discretion (downgrading). If the SW is an Upgrade or PowerPack in accordance with Section 4, Section 4 shall apply additionally.

1.6 If the software's Readme file lists Previous Versions in the "Parallel Usage" column, the Customer shall have the right to alternatively apply the usage rights granted for the software to the listed previous versions on one (1) instance. If the "Type of Usage" specified in the CoL is "Installation" or "User", the Customer shall have the previously described right in addition to and simultaneously with the listed Previous Versions on one

instance. An "instance" in terms of these General Conditions is either an instance in a physical operating system environment or an instance in a virtual operating system environment. The license to use the Previous Versions may only be transferred in combination with the SW usage rights as per Clause 5.3.

1.7 In case the Customer obtains only the data media but no license as per the Order Data or the CoL, any use of the SW by the Customer is subject to the acquisition of a license according to Section 2. Up to the acquisition of the license the Customer is not entitled to supply the SW to third parties.

1.8 In case the SW contains Open Source Software or similar third-party software (hereinafter referred to as "OSS") the OSS is listed in the Readme\_OSS-file of the SW. The Customer is entitled to use the OSS in accordance with the respective license conditions of the OSS. The license conditions are provided on the same data carrier as the SW. The license conditions of the respective OSS shall prevail over these General License Conditions with respect to the OSS. If the license conditions of the OSS require the distribution of the source code of such OSS Siemens shall provide such source code on request against payment of the shipping and handling charges.

1.9 In addition to OSS, the SW may be or contain other licensed software, i.e. software which has not been developed by Siemens itself but which has been licensed to Siemens by a third party (hereinafter referred to as the "Licensor"), e.g. Microsoft Licensing Inc. In the event that the Customer receives the terms and conditions stipulated by the relevant Licensor together with the SW in the Readme OSS file, such terms and conditions shall apply with respect to the Licensor's liability vis-à-vis the Customer. Siemens' own liability vis-à-vis the Customer shall be governed in any case by these General License Conditions.

### 2. License Type

Depending on the License Type, the Customer shall be granted the following rights to the SW:

#### 2.1 Single License (One Off License, Copy License)

The term "One Off License" or "Copy License" which may be used in the Software Product Sheet corresponds to the term "Single License". The following regulation shall apply to the full scope of the One Off License / Copy License.

The Customer shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and valid for an unlimited period of time, to install the SW on one (1) instance and to utilize the SW thus installed in the manner specified in the Order Data or CoL (see "Type of Use").

#### 2.2 Floating License

The Customer shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and valid for an unlimited period of time, to install the SW on any desired number of the Customer's hardware devices. The number of objects (e.g., users or devices) permitted to utilize the SW at the same time can be derived from the Order Data or CoL (see "Type of Use").

#### 2.3 Rental License

The Customer shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or CoL (see "Type of Use"), to install the SW on one (1) instance and to use it. If the period of use is specified in hours, the usage decisive for the calculation of the time limit commences with the software start-up and finishes with its shut-down. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the usage period is date-based, the license shall end on this date irrespective of the actual usage.

## 2.4 Rental Floating License

The Customer shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or CoL (see "Type of Use"), to install the SW on any number of the Customer's devices. The number of objects (e.g., users or devices) which are permitted to use the SW simultaneously is specified in the order data of the CoL (see "Type of Use"). If the period of use is specified in hours, the usage decisive for the calculation of the time limit commences with the software start-up and finishes with its shut-down. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the usage period is date-based, the license shall end on this date irrespective of the actual usage.

## 2.5 Demo License

The Customer shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or CoL (see "Type of Use"), to install the SW on one (1) instance and use it for validation purposes. If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the usage period is date-based, the license shall end on this date irrespective of the actual usage.

## 2.6 Demo Floating License

The Customer shall be granted the non-exclusive right, transferable in accordance with Clause 5.3 and limited in time as stipulated in the Order Data or CoL (see "Type of Use"), to install the SW on any number of the Customer's devices. The number of objects (e.g., users or devices) permitted to use the SW simultaneously is specified in the Order Data of the CoL (see "Type of Use"). If the period of usage is specified in days, weeks or months, the specified period, which commences in conjunction with the first SW start-up, shall apply independently of the actual time of usage. If the usage period is date-based, the license shall end on this date irrespective of the actual usage.

## 2.7 Trial License

The Customer shall be granted the non-exclusive and non-transferable right to install the SW on one (1) instance and to use it for validation purposes in the manner specified in the Order Data or CoL (see "Type of Use"). The period of usage is limited to 14 days and commences with the SW start-up, unless a different period of usage is specified in the Order Data or CoL.

## 3. **Software Type**

If the Software Type is not specified in the Order Data or CoL, the rights specified in Clause 3.2 (Runtime Software) shall apply to the SW.

### 3.1 Engineering Software (hereinafter referred to as "E-SW")

In the event that the Customer uses E-SW to generate its own programs or data containing parts of the E-SW, the Customer shall have the right, without having to pay any license fee, to copy and to use these parts of the E-SW as a part of its own programs or data, or to supply them to third parties for use. In the event that such parts are supplied to third parties for use, these parties shall be bound in writing to comply with stipulations corresponding to those in Clauses 5.1 and 5.2 with respect to the above parts of the E-SW.

### 3.2 Runtime Software (hereinafter referred to as "R-SW")

If the Customer incorporates R-SW or any parts thereof into its own programs or data, it shall purchase a license with respect to the R-SW each time it installs or copies - depending on what is done first - its own programs or data containing R-SW or parts thereof, in accordance with the relevant intended Type of Use and on the basis of the Siemens catalog valid at that time. In the event that the Customer supplies the specified programs or data to third parties for their use, these parties shall be bound in writing to adhere to stipulations corresponding to those in Section 5, with respect to the R-SW parts contained therein. The aforesaid shall not affect the Customer's obligation to purchase a license for the R-SW if the R-SW original is copied.

If the R-SW contains tools for parameterization/configuration and extended rights have been granted in this regard, this will be detailed in the readme file of the R-SW.

## 4. **Upgrade and PowerPack**

If it is apparent from the Order Data or CoL, e.g. by the addition of "Upgrade" or "PowerPack" to the SW product name that the

SW is an upgrade for another software item (hereinafter referred to as "Source License"), the upgrade's installation terminates the Customer's original license. The rights originally granted to the Customer as per Clause 1.6 shall not be affected by this provision. However, the Customer is entitled to undo the upgrading (downgrading) - if this is intended from a technical point of view - and to exercise the rights to use the SW granted to it with respect to the Source Version in accordance with Clause 1.5.

## 5. **Further Rights and Duties of the Customer**

5.1 Unless a stipulation to the contrary relating to a specific number of copies is contained on the data medium or in the readme file of the SW, the Customer may generate an appropriate number of copies of every item of SW which it is authorized to use in accordance with these General License Conditions, where such copies shall be used exclusively for data backup purposes. Furthermore the Customer may only copy the SW if and insofar as it has been granted copying rights by Siemens in writing.

5.2 The Customer shall not be entitled to modify, decompile or reverse engineer the SW. Nor may it extract any individual parts unless this is permitted by mandatory copyright law. Furthermore, the Customer shall not be entitled to remove any alphanumeric identifiers, trademarks or copyright notices from the SW or the data medium and, insofar as it is entitled to make copies of the SW, shall copy them without alteration. The aforementioned regulation shall apply accordingly to the Documentation supplied in accordance with Section 1.

5.3 The Customer shall be entitled to fully transfer the right to use the SW granted to it to a third party, provided that it concludes a written agreement with the third party in conformance with all of the conditions contained in this Section 5 and on the proviso that it does not retain any copies of the SW.

If the Customer has received a License Key for the SW, this key shall be supplied to the third party together with the SW. Furthermore, the third party shall be submitted the CoL together with these General License Conditions.

The Customer shall submit the CoL received for the SW to Siemens at any time, if requested.

5.4 If the SW is a PowerPack or an Upgrade, the Customer shall keep the CoL of the Source License and submit it to Siemens at any time, if requested, together with the CoL for the SW. In the event that the Customer transfers its right to use the PowerPack SW or Upgrade SW in accordance with Clause 5.3, it shall also submit the CoL of the Source License to the third party.

5.5 If the Customer receives a data medium which, in addition to the SW, contains further software products which are released for use, then it shall have the right to use these released software products exclusively for validation purposes, for a limited period of time and free of charge. The period of use shall be limited to 14 days, commencing with the first start-up of the relevant software program unless a different period is specified e.g. in the readme file of the relevant software product.

These software products supplied exclusively for validation purposes shall be governed, mutatis mutandis, by the stipulations contained in these General License Conditions. The Customer shall not be authorized to pass on these software products separately, i.e. without the SW, to a third party.

## 6. **Defects - Errors in the SW or Documentation**

6.1 Siemens shall be liable for defects, as set forth in this Section 6. Defects comprise deviations of the SW from the relevant Documentation (hereinafter referred to as "Errors"), defects in data media or in the Documentation, provided the cause for the relevant defect was already present at the time the SW or Documentation was supplied.

6.1.1 SW, for which a Trial License has been granted in accordance with Clause 2.7 or which has been supplied for validation purposes in accordance with Clause 5.5, shall be governed by the following liability regulations only if Siemens has willfully hidden the defect.

6.1.2 In the event that the Customer does not exercise its rights with respect to the SW, but decides to exercise said rights with respect to a Previous Version as per Clause 1.5, Siemens shall only be liable for Errors in the Previous Version to the extent to which they also occur in the SW. Claims of the Customer with respect to Errors in Previous Versions which are in the Customer's possession and which arise from license agreements concluded for such Previous Versions, shall be unaffected.

6.2 With respect to Class A SW, Siemens is in the possession of the SW source codes and authorized to modify same. In that case Siemens shall correct Errors at its own discretion by providing a new SW release in which only the relevant Error has been remedied ("ServicePack") or by supplying an upgrade in which the Error has also been remedied.

With respect to Class B SW, Siemens is not in the possession of the SW source codes or not authorized to modify same. In the event that Siemens is in the possession of a ServicePack or a relevant Upgrade, or if Siemens can procure a ServicePack or Upgrade with reasonable efforts, Siemens shall correct the Error by supplying the ServicePack or Upgrade.

The SW Class is derived from the Order Data or CoL.

If provision of the ServicePack/Upgrade serves to eliminate Errors in the SW for which the Customer has copying rights, the Customer shall be entitled to copy the ServicePack/Upgrade in accordance with the number of copying rights granted to it. However, this regulation shall not apply to copies generated by the Customer with respect to which claims to Error correction have already become statute-barred (see Clause 6.4).

- 6.3 Siemens shall remedy defects in data media by replacing the defective unit with one that is in perfect working order. With respect to the procurement of data medium material, the replacement duty shall not include expenditure incurred in the replacement of lost data and information.
- 6.4 Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations; the same shall apply accordingly with respect to Customer's rights of rescission and reduction. This shall not apply where longer periods are prescribed by law according to Sec. 438 para. 1 No. 2 (buildings and things used for a building), Sec. 479 para. 1 (right of recourse) and Sec. 634a para. 1 No. 2 (defects of a building) German Civil Code ("BGB"), in the case of intent, fraudulent concealment of the Defect or noncompliance with guaranteed characteristics (Beschaffenheitsgarantie). The legal provisions regarding suspension of the statute of limitations ("Ablaufhemmung", "Hemmung") and recommencement of limitation periods shall be unaffected.
- 6.5 Claims shall be filed without delay and in written form.
- 6.6 In case of claims, the Customer shall be permitted to withhold payments only up to an amount that is reasonable relative to the defect(s). The Customer may withhold payments only if he has filed a claim whose validity is beyond doubt. The Customer has no right of retention if his claim has become time-barred. If the claim turns out to be unjustified, Siemens has the right to demand compensation for its resulting expenses from the Customer.
- 6.7 Siemens shall be given the opportunity to repair or replace the defective good ("Nacherfüllung") within a reasonable period of time.
- 6.8 If repair or replacement is unsuccessful, the Customer is entitled to rescind the contract or reduce the remuneration; any claims for damages or any claims for indemnification for useless expenditure (together hereinafter referred to as "Claims for Damages") the Customer may have according to Clause 6.13 shall be unaffected.
- 6.9 Claims arising from Errors shall only be recognized if these can be reproduced on the reference hardware / target hardware specified in the Order Data or CoL. Claims arising from Errors shall not be recognized in the event of minor deviations from the relevant Documentation, or minor adverse effects on the usability, or in the case the Errors are in SW extensions implemented by the Customer via the interfaces provided by Siemens to this end.
- 6.10 Error diagnosis and correction shall be implemented at Siemens' premises or at the place where the SW is installed, as Siemens sees fit.  
The Customer shall submit the documents and information available to it and required for Error correction to Siemens. If Siemens corrects the Error at the place where the SW is installed, the Customer shall arrange that the required hardware and software as well as the required operating statuses and qualified operating personnel are available to facilitate swift performance of the works.
- 6.11 The Customer shall have no claim with respect to expenses incurred in the course of repair or replacement, including costs of travel, transport, labor, and material, to the extent that expenses are increased because the SW has subsequently

been brought to another location than the Customer's branch office, unless doing so complies with the normal use of the SW.

- 6.12 The Customer's right of recourse against Siemens according to Sec. 478 BGB (business person's right of recourse) is limited to cases where the Customer has not concluded an arrangement with its customers exceeding the scope of the statutory provisions governing claims based on defects. Moreover, Clause 6.11 above shall apply accordingly to the scope of the right of recourse the Customer has against Siemens according to Sec. 478 para. 2 BGB.
- 6.13 The Customer shall have no Claim for Damages based on defects. This shall not apply to the extent that a defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of loss of life, bodily injury or damage to health and/or intentionally or grossly negligent breach of contract on the part of Siemens. The above provisions do not imply a change in the burden of proof to the detriment of the Customer. Any other or additional claims of the Customer based on a defect and exceeding the claims provided for in this Section 6 shall be excluded.
- 6.14 The stipulations contained in this Section shall apply accordingly to errors in the Documentation, as well as to wrong delivery or delivery of a minor quantity.

## 7. Prices, Terms of Payment and Set-Off; Other Support

- 7.1 Prices are ex works and excluding packaging; value added tax shall be added at the then applicable rate.
- 7.2 The terms of payment applicable to the SW can be derived from the Order Data or CoL.
- 7.3 Payments shall be made free Siemens' paying office.
- 7.4 The Customer may set off only those claims which are undisputed or non appealable.
- 7.5 Siemens shall issue separate invoices for the following services, at its relevant valid list prices:
- 7.5.1 support during commissioning of the SW,
- 7.5.2 support during analysis and rectification of defects attributable to improper handling or other circumstances not attributable to the SW, or of which the Customer has notified Siemens in written form after expiry of the period of limitation in accordance with Clause 6.4.

Payments shall be made within 10 days after Siemens has rendered the relevant support service and the invoice has been received by the Customer.

## 8. Industrial Property Rights and Copyright; Defects of Title

Unless otherwise agreed, Siemens shall provide the SW free from third parties' industrial property rights and copyrights (hereinafter referred to as "IPR") with respect to the country of the place of delivery only. If a third party asserts a justified claim against the Customer based on an infringement of an IPR by the SW provided by Siemens and used in conformity with the contract, Siemens shall be liable to the Customer within the time period stipulated in Clause 6.4 as follows. Apart from the aforesaid, Clauses 6.1.1 and 6.1.2 shall apply accordingly.

- 8.1 Siemens shall at its own discretion either acquire, at its own expense, the right to use the IPR with respect to the SW concerned or modify the SW such that it no longer infringes the IPR or replace it. If this would be impossible for Siemens under reasonable conditions, the Customer may rescind the contract or reduce the remuneration pursuant to the applicable statutory provisions.
- 8.2 The above obligations of Siemens shall apply only if the Customer (i) immediately notifies Siemens of any such claim asserted by the third party in written form, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to Siemens' discretion. If the Customer stops using the SW in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
- 8.3 Claims of the Customer shall be excluded if the Customer is responsible for the infringement of an IPR.
- 8.4 Claims of the Customer are also excluded if the infringement of the IPR is caused by specifications made by the Customer, by a type of use not foreseeable by Siemens or by the SW being modified by the Customer or being used together with products not provided by Siemens.
- 8.5 In addition, with respect to claims by the Customer pursuant to Clause 8.1 above Clause 6.6, 6.7 (correction of Defects) and

Clause 6.12 (right of recourse) shall apply accordingly in the event of an infringement of an IPR.

- 8.6 Where other defects in title occur Section 6 shall apply accordingly.
- 8.7 Siemens' liability to pay damages is governed by Section 11. Any other claims of the Customer against Siemens or its agents or any such claims exceeding the claims provided for in this Section 8, based on a defect in title, are excluded.
- 8.8 The stipulations specified above shall apply mutatis mutandis in the case of infringement of IPR or other rights of third parties by the Documentation.

#### **9. License Granting Deadlines; Delay**

9.1 The compliance with deadlines for the granting of licenses requires the timely receipt of all necessary documents, permits and approvals, especially of plans, from the Customer, as well as compliance with the agreed-upon payment terms and other obligations on the part of the Customer. If these requirements are not met in a timely manner, the deadlines shall be extended accordingly; this shall not apply if the delay is the fault of Siemens.

9.2 The deadlines shall be extended accordingly if the delay is due to:

- a) force majeure such as mobilization, war, acts of terror, rebellion or similar events (e.g., strike, lockout),
- b) virus-borne or other attacks by third parties on Siemens's IT system, provided they occurred despite the fact that protective measures were taken with appropriate care,
- c) obstacles caused by German, U.S. or other applicable national, EU or international export regulations or due to other circumstances beyond Siemens's control,
- d) late or incorrect deliveries to Siemens.

9.3 If Siemens is responsible for a delay (hereinafter referred to as "Delay") and the Customer has demonstrably suffered a loss resulting from such Delay, the Customer may claim compensation as liquidated damages of 0.5% for every completed week of Delay, but in no case more than a total of 5% of the price of that part of the SW / Documentation which, due to the Delay, could not be used as intended.

9.4 The Customer's Claims for Damages due to delayed delivery as well as Claims for Damages in lieu of performance exceeding the limits specified in Clause 9.3 above are excluded in all cases of delayed delivery, even upon expiry of a time set to Siemens to effect the delivery. This shall not apply in cases of liability based on intent, gross negligence, or due to loss of life, bodily injury or damage to health. Rescission of the contract by the Customer based on statute is limited to cases where Siemens is responsible for the delay.

The above provision does not imply a change in the burden of proof to the detriment of the Customer.

9.5 At Siemens's request, the Customer shall declare within a reasonable period of time, if it insists on delivery in spite of the delayed delivery and/or which of its claims it will raise.

#### **10. Impossibility of Performance, Adaptation of Contract**

10.1 To the extent that delivery of the SW/Documentation is impossible, the Customer is entitled to claim damages, unless Siemens is not responsible for the impossibility. The Customer's Claim for Damages is, however, limited to an amount of 10% of the value of that part of the SW/Documentation which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence or loss of life, bodily injury or damage to health; this does not imply a change in the burden of proof to the detriment of the Customer. The Customer's right to rescind the contract shall be unaffected.

10.2 Where events within the meaning of Clause 9.2 substantially change the economic importance or the contents of the delivery or considerably affect Siemens' business, the contract shall be adapted taking into account the principles of reasonableness and good faith. To the extent this is not justifiable for economic reasons, Siemens shall have the right to rescind the contract. The same shall apply if required export permits are not being granted or are not usable. If Siemens intends to exercise its right to rescind the contract, it shall notify the Customer thereof without undue delay after having realized the repercussions of the events; this shall also apply even where an extension of the delivery period has previously been agreed with the Customer.

#### **11. Other Claims for Damages**

11.1 Unless otherwise stipulated in these General Conditions, the Customer shall have no Claim for Damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort.

11.2 The above shall not apply in the case of liability:

- a) under the German Product Liability Act ("Produkthaftungsgesetz")
- b) due to intent
- c) due to gross negligence on the part of owners, legal representatives or executives
- d) due to bad faith
- e) due to non-performance of warranty
- f) due to culpable loss of life, bodily injury or damage to health
- g) due to culpable breach of a condition which goes to the root of the contract ("wesentliche Vertragspflichten").

However, Claims for Damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by one of the above.

11.3 The above provision does not imply a change in the burden of proof to the detriment of the Customer.

#### **12. Performance Caveat, Export Permits**

12.1 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.

12.2 The Customer shall be required to provide all information and documentation required for exporting, transporting and/or importing the goods.

12.3 The export of the SW and the documentation may require one or more permits, for example to their nature or purpose (see also any notes to this effect on order documents, delivery tickets and invoices).

#### **13. Transfer of Contractual Rights and Duties**

Siemens may transfer the rights and duties arising from this contract to a third party. This transfer does not become effective if the Customer objects in written form to said transfer within four (4) weeks of receipt of such notification. This shall be pointed out by Siemens in the notification.

#### **14. Jurisdiction and Applicable Law; Validity of the Contract**

14.1 If the Customer is a merchant, sole venue for all disputes arising directly or indirectly out of the contract shall be the seat of the Siemens branch office. However, Siemens may also bring an action at the Customer's place of business.

14.2 This contract, including its interpretation, shall be governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.3 The legal invalidity of one or more provisions of this contract shall not affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to be obligated to further adhere to the contract.