

**FRAUSCHER SENSORTECHNIK GMBH
GENERAL TERMS AND CONDITIONS OF SUPPLY**

Notice: Any acceptance of Supplier's offer is expressly limited to acceptance of these General Terms and Conditions of Sale and Delivery (the "Terms and Conditions") and Supplier expressly objects to any additional or different terms proposed by Customer unless separately agreed in writing by the Supplier. No other pre-printed terms and conditions on any form shall modify these Terms and Conditions even if signed by Supplier. Unless separately agreed in writing by the Supplier, any order to perform work and/or Supplier's performance of the work shall constitute Customer's acceptance and agreement to these Terms and Conditions.

Customer hereby confirm that these Terms and Conditions have been carefully reviewed. Customer fully understands the legal meaning, legal consequences of each term and the impact thereof on its rights and obligations; all questions raised regarding the terms have received clear explanations and replies from Supplier, and there is no such circumstance as material misrepresentation, obvious unfairness, or incomplete prompting/explanation. Customer voluntarily and irrevocably waives the right to defend any claim that any term of these Terms and Conditions is invalid, revocable, subject to an adverse interpretation, or that liability shall be restricted/exempted, on the grounds of "standard terms", "failure to perform the obligation of prompting/explanation" or similar grounds.

Nothing in this Agreement shall exclude or limit liability or rights to the extent such exclusion or limitation is prohibited under applicable mandatory law, including laws of People's Republic of China (the "PRC"), Austrian law, EU law, and the General Data Protection Regulation (GDPR).

In case of conflict, mandatory law prevails, followed by this clause, then Contract, then general terms, then annexes.

This Agreement shall be interpreted in accordance with Applicable Law.

1. Definitions. Unless otherwise agreed upon in a writing signed by an authorized representative of Supplier: "**Applicable Law**" means the laws and regulations of the PRC applicable to the Contract, Products, Software, Services or the relevant party, together with laws of any other jurisdiction only to the extent legally applicable and not prohibited by PRC law, including, where applicable, the PRC Civil Code, Product Quality Law, Personal Information Protection Law, Data Security Law and Cybersecurity Law. "**Confidential Information**" means (i) information that is designated in writing as "confidential" or "proprietary" or equivalent term by the party disclosing such information at the time of written disclosure, and (ii) information that is orally designated as "confidential" or "proprietary" by the party disclosing such information at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure; "**Contract**" means either: (i) the contract agreement signed by both parties for the sale of Products and/or Services and/or for the license of Software; or (ii) the purchase order, accepted by Supplier in writing, for the sale of Products and/or Services and/or for the license of Software, together with these Terms and Conditions, Supplier's final quotation, Supplier's proposal, the agreed scope(s) of work, and Supplier's Order Confirmation; "**Contract Fees**" means the agreed prices, rates and fees stated in the Contract for the sale of Products and/or Services and/or for the license of Software, including adjustments (if any) in accordance with the Contract; "**Customer**" means the entity to which Supplier is providing Products, Software, and/or Services under the Contract; "**Customer Content**" means any and all data, information, documentation, and Software provided by Customer to Supplier for use in connection with the Products, excluding: (i) Data, and (ii) any data, information, documentation or Software that Supplier or an affiliate of Supplier provides to Customer or an affiliate of Customer pursuant to any other contract. Customer Content shall not include data that has been processed, modified or generated by Supplier; "**Data**" means all information and data of any type, form or nature (including, but not limited to, data received or processed by the Software, compilations of data, and output such as reports and images created by any Software and/or Product) that may be furnished or made available to Customer, directly or indirectly; "**Effective Date**" means the effective date of the Contract, as stated in the Contract, or where no date is stated in the Contract, the earlier of the date the Contract is fully executed by all parties or the date of Supplier's acceptance of Customer's purchase order subject to these Terms and Conditions, as applicable; "**Hazardous Materials**" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the country of the Site; "**Internal Business Purposes**" means the internal ordinary course business operations of Customer; provided however "Internal Business Purposes" exclude any 1) expansion in or to operations occurring due to a business merger or acquisition, 2) fleet addition or rail network expansion, 3) management or servicing of a third party's fleet, equipment or assets, or 4)

infrastructure acquisition or development after the Effective Date; **"Orders"** means orders for the Supplier's Products, Services and/or or Software placed by Customer through the issuance of a purchase order to Supplier; **"Order Confirmation"** means Supplier's written acceptance of the Customer's purchase order; **"Products"** means the equipment, Spare Parts, materials, supplies, and other goods Supplier has agreed to supply to Customer under the Contract, but excluding Software; **"Section"** means a Section of these Terms and Conditions except where the context requires otherwise; **"Services"** means the service activities Supplier has agreed to perform for Customer under the Contract, which may include without limitation, professional services, support services and Software-as-a-Service; **"Site"** means the premises where Products are delivered or Services are performed, not including Supplier's premises or premises of Supplier's subcontractors from which it performs remote Services; **"Software"** means a computer program, and the Data handled by such computer program, that is fixed in any tangible medium of expression or any storage medium and shall include Supplier's proprietary software, such as that software provided for operation of the Products; **"Spare Parts"** means all spare parts Supplier has agreed to supply to Customer under the Contract; **"Supplier"** means Frauscher Sensortechnik GmbH or its affiliate(s) as identified as the seller in the Contract; **"Terms and Conditions"** means these "General Terms and Conditions of Sale and Delivery", comprising Sections 1 to 20.

2. Pricing.

2.1 Unless otherwise specified by Supplier in writing, the Contract Fees do not include domestic or international shipping charges beyond the point of delivery set forth in Section 6, the cost of insurance during the time Customer bears risk of loss, or charges for demurrage, port fees, pier handling, marshaling, or heavy lifts or any other costs. Contract Fees shall be subject to adjustment in subject to reasonable adjustment where justified by changes in costs (including but not limited to tariffs, duties, material costs or regulatory changes), provided such adjustments are proportionate and reasonably evidenced. Customer acknowledges that due to the dynamic nature of government regulations and actions regarding applicable tariff implementations, pauses and updates, unless otherwise stated the pricing herein does not include any applicable tariffs or duties that are the subject of such government actions. Accordingly, Customer shall be responsible for an additional price to cover the costs of any duties and tariffs (or other similar taxes) incurred by the Supplier in the performance if its obligations hereunder (regardless of date of announcement or implementation), plus additional amounts to ensure the impact of such costs on Supplier are economically neutral with respect to the overall sales arrangement described herein. Supplier shall provide reasonable documentation of any increased costs claimed under this clause.

2.2 Unless otherwise specified by Supplier in writing, Supplier's prices are quoted in Renminbi.

2.3 Prices shall be firm and not subject to any price adjustment for a two (2) year period commencing on the date of the relevant Purchase Order. If delivery is not complete within that two year period, prices shall be subject to adjustment in accordance with the relevant price index.

3. Payment.

3.1 Unless otherwise agreed in a writing signed by an authorized representative Supplier, Customer shall pay Supplier, except for legally valid and enforceable claim, within thirty (30) days following the date of each Supplier invoice. Supplier shall invoice Customer at the times stated in the Contract or, where no time is stated in the Contract, upon shipment of Product, provision of Software or completion of the Services, as applicable; provided notwithstanding subsections the above, invoicing shall be monthly in arrears for Services that are provided over a period longer than one month. In the event Customer makes further purchase commitments pursuant to the Contract after the Effective Date, the additional Contract Fees applicable to such further purchase commitment shall be invoiced in accordance with the foregoing, except for the purpose of this Section 3.1, the "Effective Date" shall be taken to mean the date on which the further purchase commitment is effective. If Customer fails to make any payments to Supplier when due, without limiting Supplier's rights and remedies, Customer shall pay a late payment charge computed at the rate of eight percent (8%) above the one-year Loan Prime Rate (LPR) published by the National Interbank Funding Center or the maximum rate permitted by law, whichever is less, measured from the payment due date to the date on which Frauscher receives full payment.

3.2 Supplier's delivery or performance obligation shall be extended for each day payment is delayed by Customer.

3.3 Unless otherwise agreed to by Supplier in writing, all payments by Customer shall be made by wire transfer to the account identified by Supplier.

3.4 Customer shall only have the right to set-off in the case of a legally enforceable sum due from Supplier to Customer.

4. Taxes and Duties. Supplier shall be responsible for all corporate and individual taxes measured by net income due to performance of or payment for work under this Contract (**"Supplier Taxes"**). Customer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Supplier or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Supplier Taxes (**"Customer Taxes"**). The Contract Fees do not include the amount of any Customer Taxes. If Customer is required by applicable law to deduct or withhold taxes from payments to Supplier, Customer shall pay such additional amounts as are necessary to ensure that Supplier receives the full Contract Fees, net of such legally required withholding. This shall not apply to value added tax (VAT) or any taxes that are not required to be withheld by law. VAT shall be charged and invoiced in accordance with applicable PRC tax laws and regulations, including the PRC Value-Added Tax Law. The allocation of taxes under this Section is an economic allocation between the parties only and does not alter any statutory tax filing, withholding or payment obligation imposed on either party by Applicable Law.

5. Compliance with Laws

5.1. (i) Subject to Sections 5.1(ii) and 5.3, Supplier shall comply with all Applicable Laws applicable to the manufacture of Products and its performance of Services (ii) Customer shall comply with all Applicable Laws and governmental requirements applicable to the import, export, re-export, transfer, installation, application, operation, use and disposal of the Products, Software and Services. Supplier advises Customer that Supplier or its Affiliates may also be subject to, and required to comply with, U.S. trade control and sanctions laws. Supplier may decline to participate in a transaction or dealing where reasonably necessary to avoid a violation of such legally applicable laws, in each case only to the extent such action is not prohibited or restricted by Applicable Law in the PRC.

5.2. Supplier's obligations are conditioned upon Customer's compliance with all trade control laws and regulations legally applicable to Customer or the transaction and permitted under Applicable Law. Customer shall not, directly or indirectly, sell, provide, export, re-export, transfer, release, disclose, divert, loan, lease, consign, or otherwise dispose of any Products, Services or Software, or any other Supplier product, equipment, material, services, software, or technology to or via any person, entity, or destination, or for any activity or end-use where such activity is restricted by Applicable Law, including restrictions applicable to nuclear, missile, chemical, or biological weapons proliferation, military end-uses where legally restricted, money laundering or terrorism financing activities, without first obtaining Supplier consent and all required government authorizations, as applicable. Nothing in this Contract shall require either party to comply with any foreign law, regulations or measures to the extent that such compliance would be prohibited or restricted by Applicable Law.

5.3. Notwithstanding any other provision, Customer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import and/or export licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Customer's obligations (including those necessary to implement or use the Products or Software provided by Supplier), except that Supplier shall obtain any license or registration necessary for Supplier to generally conduct business and visas or work permits, if any, necessary for Supplier's personnel. Customer shall provide reasonable assistance to Supplier in obtaining such visas and work permits. Supplier shall not be liable if any government authorization is delayed, denied, revoked, restricted or not renewed despite reasonable efforts by Supplier. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement.

5.4. Customer and Supplier acknowledge that the obligations undertaken by each party hereunder are based on the legal and regulatory framework applicable as of the Effective Date. If, after the Effective Date, there is any change in, or introduction of, applicable laws or regulations (including PRC law and any other law legally applicable to the relevant party or transaction and not prohibited by PRC law) that materially affects Supplier's performance of the Contract (each a "**Change in Law**") the parties agree to meet and negotiate in good faith to determine any appropriate and reasonable adjustments to the terms of the Contract (including, without limitation, price (subject to the last sentence of this paragraph) and delivery/performance timing) to address the impact of such Change in Law. Such adjustments may include modifications to price, delivery or performance schedules, or other relevant terms, to the extent necessary to reflect the direct and demonstrable impact of the Change in Law on the Supplier. Supplier will use commercially reasonable efforts to minimize the adverse effect experienced by Supplier as a result of such Change in Law. If the parties cannot reach agreement on such adjustments within a reasonable period of time, Supplier may, to the extent permitted under Applicable Law, suspend the provision of Products, the license of Software, and/or the provision of Services until the matter is resolved pursuant to the dispute resolution provision of the Contract. Any increase in costs directly resulting from the imposition of tariffs, duties or similar charges applicable to the Products, Software or Services may be reflected in an equitable adjustment to the Contract price, subject to prior notice to Customer and supporting documentation reasonably evidencing such increase.

5.5. Nothing in this clause 5 shall operate to the extent prohibited or limited by Applicable Law, including applicable PRC laws and measures regarding sanctions, countermeasures and the blocking of improper extraterritorial application of foreign laws or measures.

6. Delivery, Title Transfer & Risk of Loss

6.1. Unless otherwise specified by Supplier in writing, Supplier shall deliver Products to Customer FCA Supplier's facility, place of manufacture, or warehouse (Incoterms 2020). Title and risk of loss to such Products shall pass to Customer upon such FCA delivery.

6.2. For shipments that involve export from the customs jurisdiction of shipping point of origin, Supplier will file any required export declarations. When Customer arranges the export or intercommunity shipment, Customer will provide Supplier evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

6.3. Partial deliveries are permitted. Supplier may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon: (i) prompt receipt by Supplier of all information necessary to proceed with the work without interruption; and (ii) timely discharge of Customer's responsibilities under the Contract. Delivery times may be extended if, following the issuance of an Order Confirmation, amendments to the Contract are agreed in writing which directly impact the delivery schedule in which case, in the absence of any agreement to the contrary, any delivery time will be extended by a reasonable period of time. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall so notify Supplier within ten (10) days after receipt. Notwithstanding anything in this Section 6, title to any leased equipment remains with Supplier.

6.4. Software is licensed and not sold. Title to Software does not pass from Supplier to Customer. If Customer uses the Software outside of the license scope Supplier may terminate the license in its sole discretion effective as of the date of Customer misuse.

7. Force Majeure.

7.1 Supplier shall not be liable for, nor be deemed to be in breach of the Contract, to the extent that the performance of its obligations is delayed, hindered or prevented by a circumstance beyond its reasonable control (Force Majeure Event). A Force Majeure Event

includes: (a) acts of God; (b) flood, fire, earthquake, storm or other natural disaster; (c) war (whether declared or undeclared), armed conflict, terrorism, terrorist threats, sabotage, civil unrest, riot, insurrection or revolution; (d) epidemic, pandemic, public health emergency, quarantine restriction or any government-mandated or government-recommended shutdown, restriction or containment measure; (e) cyber-attack, ransomware event, malicious software attack, failure of telecommunications networks or other significant information technology disruption; (f) sanctions, embargoes, trade restrictions or export control measures; (g) acts or omissions of governmental authorities, including confiscation, requisition, expropriation, nationalisation, prohibition, detention, restrictions on imports or exports, or refusal, delay or withdrawal of licences, permits or approvals; (h) strikes, industrial disputes, labour shortages or labour disturbances; (i) shortages of transportation, fuel, energy, labour, raw materials, components or manufacturing capacity; (j) inability to obtain materials, equipment or services on commercially reasonable terms; (k) supplier, subcontractor, manufacturer, carrier or logistics provider failure or delay arising from any Force Majeure Event; (l) vendor-declared obsolescence of components, software or materials; and (m) any act or omission of Customer, its Affiliates, personnel, contractors or other suppliers.

7.2 Relief from Performance. To the extent affected by a Force Majeure Event: (a) Supplier's obligations shall be suspended; (b) Supplier shall not be liable for any delay, failure to perform, liquidated damages, delay damages, penalties, costs, losses or expenses arising from the Force Majeure Event; and (c) the time for performance shall be extended by the period of delay caused by the Force Majeure Event together with any additional period reasonably required to resume normal performance.

7.3 Customer-Caused Delay. Where any delay, disruption, suspension, increased cost or inefficiency arises from an act or omission of Customer, its Affiliates, personnel, contractors or other suppliers, Supplier shall be entitled to: (a) an extension of time; (b) recovery of all additional costs reasonably incurred; and (c) an equitable adjustment to the Contract Price and delivery schedule.

7.4 Mitigation. Supplier shall use commercially reasonable efforts to mitigate the effects of a Force Majeure Event, provided that Supplier shall not be required to incur unreasonable expense or undertake commercially impracticable measures.

7.5 Prolonged Force Majeure. If a Force Majeure Event continues for more than 120 consecutive days and substantially prevents performance of a material obligation, either party may terminate the affected portion of the Contract by written notice without liability, except for obligations accrued before the effective date of termination.

8. Warranty

8.1. Supplier warrants that Products shall be delivered free from defects in material, workmanship and title, that Services shall be performed in a competent, diligent manner in accordance with any mutually-agreed specifications in the Contract, and that Software, whether embedded in a Product furnished hereunder or provided separately, will, at the time of delivery by Supplier, conform in all material respects to Supplier's specifications relating to such Software as referenced in the Contract. For the avoidance of doubt, a vulnerability identified in the Software shall not be considered a defect for which a warranty claim can be made, unless and only to the extent that the vulnerability also creates a material deviation from the specifications in the Contract.

8.2. Unless otherwise stated in the Contract: (i) the warranty period with respect to a Product (other than Spare Parts) and Software embedded in a Product shall be twelve (12) months from the date of Product delivery; (ii) the warranty period for new Spare Part purchases shall be twelve (12) months from the date of Spare Parts delivery; (iii) the warranty period for Services shall be three (3) months from performance of the applicable Service; (iv) the warranty period for Software provided separately shall be three (3) months from the date on which the relevant version of the Software was initially made available to Customer; (v) notwithstanding the foregoing, the warranty period for ongoing Services such as support services or Software-as-a-Service (including, without limitation, any Products, Software and other deliverables provided as part of such Services) shall be concurrent and co-terminus with the term of the Contract for such Services; and (vi) notwithstanding the foregoing, unless otherwise expressly agreed by Supplier, the warranty period for repair services performed on out-of-warranty Products shall be ninety (90) days from the completion of the repaired services (the "**Warranty Period**"). The warranty for the repair services performed on out-of-warranty Products shall be limited to the workmanship of the services and any new parts provided as part of the service, but do not extend to the failed Product itself.

8.3. If any Product, Software or Service does not meet the above warranties within the Warranty Period, Customer shall promptly notify Supplier in writing and, if applicable, make the Product available to Supplier, per Supplier's specifications, for inspection. Customer is responsible for shipping the returned Products to Supplier. In the event Supplier determines that the Product or Software or part thereof, or Services provided, failed to meet the foregoing warranties set forth in this Section 8 (except as to title) within the Warranty Period, Supplier shall: (i) at its option, repair or replace the defective Product(s) or Software, as applicable; and/or (ii) re-perform defective Services. If despite Supplier's reasonable efforts, Supplier determines that a non-conforming Product or Software cannot be repaired or replaced or non-conforming Services cannot be re-performed, Supplier shall refund or credit monies paid by Customer for such non-conforming Products (or the non-conforming part thereof), Software, and/or Services, provided, as to Products, Customer returns such non-conforming Products to Supplier undamaged. Warranty repair, replacement or re-performance by Supplier shall not extend or renew the applicable Warranty Period. In the event that the Supplier, in its sole discretion, determines during inspection that the Product did not fail to meet the foregoing warranties set forth in this Section 8 within the Warranty Period, Customer shall bear the costs of access for Supplier's remedial warranty efforts including removal and/or installation costs associated with the inspection of the defective Products and transportation of the Products to Supplier and back to Customer.

8.4. The warranties and remedies are conditioned upon: (i) proper storage, installation, configuration, interface, handling, use, operation, and maintenance of Products and Software, as applicable; (ii) Customer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Supplier access to those records; (iii) no repairs, modifications or alterations being made to the Product, Software or Services other than by the Supplier or its authorized representative; (iv)

compliance with the restrictions applicable to Software as set out herein; and (v) Customer providing such information as is necessary for Supplier to replicate and validate any non-conformance of Software with the foregoing warranties. Supplier's obligations under this Section 8 shall not apply to: (a) operation of the Product, Software or Services under any specification other than, or in addition to, the Supplier's standard specification, (b) the unauthorized or negligent installation, modification, repair or use of the Product, Software or Service, (c) the over-stress of the Products, (d) actions by third parties, (e) the effects of chemical, electrical or mechanical sources that are outside the specification provided by the Supplier, (f) normal wear and tear; (g) any off the shelf consumer goods that may be incorporated into the Products; (h) any Product that is normally consumed in operation; (i) any Product that has a normal life inherently shorter than the Warranty Period specified in Section 8.2; (j) any Product, Software or Service that has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure including, without limitation, any of the events described in Section 7, or has otherwise been damaged or fails as a result of external causes outside the reasonable control of Supplier, or (k) any third party Software. In the event Customer uses non-Supplier parts or software or non-Supplier approved repairs, then any damage to, failure of, or performance degradation of the Products, Software or Services indirectly or directly resulting from the use of such parts, software or repairs, shall not be warranted by Supplier. Further, if such parts, software or repairs cause personal injury, death or property damage to third parties, Customer shall indemnify and hold Supplier harmless from all claims and liabilities connected therewith.

8.5. Subject to and to the fullest extent permitted by applicable mandatory law, this Section 8 provides the exclusive remedies for all claims based on failure of or defect in Products, Software or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Section 8 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory, provided that nothing in this Contract shall exclude or limit (i) any statutory warranty rights that cannot be waived or limited under applicable law, or (ii) any liability that cannot be excluded or limited, including liability for intent or gross negligence. To the extent permitted by applicable mandatory law, no implied or statutory warranty, or warranty or condition of merchantability or fitness for a particular purpose applies. The Products, Services and Software are safety devices and are intended to be used only as part of a comprehensive safety system that includes proper training, oversight and operation. They must not be relied on as the sole means of safety or as a substitute for Customer's full compliance with all applicable safety practices, procedures and requirements. Supplier to the extent permitted by applicable mandatory law specifically disclaims any representation or warranty that: (a) Software will operate uninterrupted or error-free or will meet Customer's specific needs; (b) Software will detect any particular failure, fault, or condition, or provide any particular degree of advance warning of an impending failure, fault or condition of the monitored equipment or environment; or (c) Software will provide complete or comprehensive protection against all possible security vulnerabilities, unauthorized intrusions, or any other form of security threat, compromise or vulnerability, whether known or unknown, foreseeable or unforeseeable. Any Products, Services or Software not expressly included in Supplier's scope of responsibilities in the Contract are excluded.

9. Limitation of Liability.

9.1. The total liability of Supplier for all claims of any kind in connection with, arising from or related to the formation, performance or breach of the Contract, or any Products, Software or Services shall not exceed in the aggregate: (i) the total amount of the Contract Fees actually paid to Supplier under the Contract, or (ii) if Customer places multiple order(s) under the Contract, then with respect to all claims arising from or related to a particular order, the amount of the Contract Fees applicable to such order that has actually been paid to Supplier. The foregoing limitations shall not apply to (i) liability for death or personal injury, or (ii) liability arising from intent or gross negligence, or (iii) any liability which cannot be limited under applicable mandatory law.

9.2. To the fullest extent permitted by applicable mandatory law, Supplier shall not be liable for loss of profit or revenues, loss of use, loss of equipment, systems or data, third-party cyber-attack, interruption of business, cost of replacement power, cost of substitute services, product or software, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Customer's customers or other contractors (of any tier) for any of the foregoing types of damages. Supplier shall not be liable for advice or assistance that is not expressly part of the Supplier's work scope under the Contract. Supplier shall not be liable for losses resulting from the misuse of the Products or for the defective design of the system into which the component products are installed, except to the extent that the design is consistent with Supplier's Product specifications. Nothing in the Clause 9.2 shall exclude or limit liability for (i) death or personal injury, (ii) intent or gross negligence or (iii) any other liability that cannot be excluded under applicable mandatory law.

9.3. Any warranty liability of Supplier arising under Section 8 shall end upon expiration of the applicable Warranty Period, subject to any statutory rights that cannot be waived or limited. Any claim arising under the Contract remains subject to the limitation periods prescribed by Applicable Law. This provision shall not apply to liabilities that cannot be limited in time under applicable mandatory law, including liability for intent or gross negligence.

9.4. If Customer is supplying Products or Services to a third party, or using Products, Software or Services at a facility owned by a third party, Customer shall either: (i) indemnify and defend Supplier from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Section 9; or (ii) require that the third party agree, for the benefit of and enforceable by Supplier, to be bound by all the limitations included in this Section 9, in each case to the extent permitted by applicable mandatory law.

9.5. For purposes of this Section 9, the term "Supplier" means Supplier, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Section 9 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms,

except to the extent that such terms further restrict Supplier's liability. The foregoing shall not apply to liability for (i) death or personal injury, (ii) intent or gross negligence, or (iii) any liability that cannot be excluded or limited under applicable mandatory law.

10. Termination; Suspension.

10.1. Either party may terminate the Contract for cause if the other party: (i) becomes insolvent or bankrupt; or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) the terminating party shall first provide detailed written notice of the breach and of its intention to terminate the Contract; and (b) the breaching party shall have failed, within sixty (60) days after receipt of the notice, to commence and diligently pursue cure of the breach.

10.2. If Customer terminates the Contract pursuant to Section 10.1: (i) subject to Section 9 and applicable mandatory law, Supplier shall pay the actual substantiated direct damages incurred by the Customer due to the termination, provided Customer uses reasonable efforts to mitigate such damages; and (ii) Customer shall pay to Supplier only: (a) the applicable Contract Fees for any completed Products (provided same are delivered to Customer) and for any Software and Services provided up to the date of termination; and (b) documented and reasonable costs unavoidably incurred by Supplier as a direct result of the termination, to the extent such costs cannot reasonably be mitigated..

10.3. Supplier may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Customer: (i) becomes insolvent or bankrupt; or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Customer providing payment security, making any payment when due, fulfilling any payment conditions or failing to comply with any of the restrictions applicable to Customer's use or disclosure of Software or other Data of Supplier pursuant to the Contract, provided that except in cases where immediate action is justified, Supplier shall give prior written notice and a reasonable opportunity to cure in accordance with Section 10.1. Any suspension or termination right is subject to applicable mandatory law and must be exercised in a proportionate manner.

10.4. In the event Supplier terminates the Contract as provided in Section 10.3: (i) Supplier shall be entitled to retain any payments already received only to the extent they correspond to Products delivered, Services performed, or costs properly incurred; (ii) Customer shall pay to Supplier: (a) the applicable Contract Fees for any delivered Products and for any Software and Services provided up to the effective date of termination, and (b) reasonable, demonstrable and unavoidable costs incurred by Supplier as a direct result of the termination, subject to mitigation.

10.5. Except as expressly set out in this Section 10, or as required by applicable mandatory law, neither party may terminate the Contract (or any portion thereof) for convenience. Any termination rights under this Contract shall be exercised in good faith and in accordance with applicable mandatory law.

10.6. For purposes of this Section 10, the following shall apply when determining the amount due from Customer for Services performed before the date of termination: (i) for Services performed under time and material pricing, Customer shall pay for all hours reasonably performed at the agreed rates; and (ii) for Services performed under a firm fixed price, Customer shall pay: (a) the applicable price for all milestones achieved; and (b) for any milestone not yet achieved, the proportion of the Services performed, calculated on a reasonable and documented basis.

10.7. Customer shall pay all reasonable and documented expenses unavoidably incurred by Supplier in connection with a suspension, to the extent such suspension was caused by Customer and such costs could not reasonably be mitigated. The schedule for Supplier's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

10.8. Either Customer or Supplier may terminate the Contract (or the portion affected) upon thirty (30) days advance notice if there is an excusable event, as described in Section 7, resulting in a continuous delay or non-performance under this Contract by the other Party lasting longer than one hundred and twenty (120) days. In such case, Customer shall pay to Supplier only the amounts due under Section 10.4(ii).

11. Data & Software.

11.1. All Data and Software is proprietary to and shall remain the sole property of Supplier. Customer is granted a limited license for any Data and Software delivered by Supplier to Customer, whether as part of any Product or separately. This limited, non-exclusive, non-transferable, revocable, personal license allows Customer to use Data and Software for Customer's Internal Business Purposes solely related to the purpose and intended use of the Product(s) for which the Data and Software are provided or according to applicable Software specifications. With respect to any Software, the limited license permits Customer: (i) to use the Software only on the Products on which it is installed at the time of delivery or on which it is permitted to be installed as stated in the Contract; or (ii) if the Software is supplied separately for use in relation to specific assets or operations of Customer, to use the Software only in relation to such specific assets or operations of Customer, and only for the ordinary purpose for which Supplier designed the Software. Further, if the Software is supplied separately, Customer may make one copy of the Software in machine-readable form solely for backup purposes. In no event is any license or right granted in the source code for any Software.

11.2. Customer may not distribute copies of the Data or Software to others. Supplier and Customer acknowledge that the Data and Software are provided and protected pursuant to contractual obligations, and may be further protected by copyright, trade secret, and patent laws of the PRC (and by applicable international treaties). Customer may not decompile, reverse engineer, disassemble, or reduce any Software to a human-perceivable form. Customer may not modify, adapt, translate, lease, loan, resell, distribute, or create derivative works based upon the Software, the Data or any part thereof, including the look and feel of any Software, and must not otherwise commercially exploit the Software or Data or make the Software or Data available to any third party.

11.3. Except to the extent Supplier has given prior written consent to Customer to permit the sharing of Data with a specified third party for the limited purposes of maintaining and/or optimizing Customer use of Software and/or related systems and/or to achieve compliance of Customer with applicable law and/or regulation, Customer shall not: (i) allow any third party to access Data, such as,

but not limited to, intercepting equipment data streams, particularly during operation of equipment; and/or (ii) use Data or Software, or provide Data or Software to any other person, for the design, manufacture, repair, or maintenance of any products or processes. Customer shall not use Data or Software in the creation, manufacture, development, or derivation of repair and maintenance processes, modifications, spare parts, designs or configuration changes, or to obtain any regulatory approval of any of the foregoing. Nothing herein shall prohibit Customer from forward selling a Product acquired hereunder in which applicable Software is installed. Nothing herein shall obligate the Supplier to provide any support, upgrade or revision to any Software, except as otherwise agreed in writing between Customer and Supplier or otherwise required by applicable law and/or regulation.

11.4. Supplier does not represent that the Products or Software are compatible with any specific third-party hardware or software, other than as expressly specified in a writing signed by Supplier. Customer is responsible for providing and maintaining an operating environment that meets the minimum standards specified by Supplier.

11.5. Subject to Section 18 and Applicable Law, with respect to any data or information that Supplier receives from Customer ("**Customer Data**"), Supplier is granted a non-exclusive, perpetual, irrevocable, worldwide limited license to use any such Customer Data for Supplier's internal business purposes, which includes, without limitation, maintenance, development, research, upgrade or improvement of products, software and services.

12. Intellectual Property Indemnification.

12.1. Supplier warrants that any Product, Software or Service furnished hereunder that has been manufactured, developed, or performed by Supplier or any affiliate of Supplier, as applicable, shall, without any alteration or further combination, be free of any rightful claim of any third party for infringement of any valid patent in the country the Supplier delivers the Product, Software or Service to the Customer. If Customer notifies Supplier within fifteen (15) days of the receipt of any claim that such Product, Software or Service infringes a patent and gives Supplier information, assistance and exclusive authority to settle and defend such claim, Supplier shall, at its own expense and in its sole discretion: (i) settle or defend such claim or proceeding arising therefrom and pay all damages and costs awarded therein against Customer; (ii) procure for Customer the right to continue using such Product, Software or Service; (iii) modify the Product, Software or Service so that it becomes non-infringing; (iv) replace the Product or Software with an equivalent non-infringing Product or Software or re-perform the Service with a non-infringing Service; or (v) remove the Product or Software or reverse the Service performed and refund the applicable price paid (less reasonable depreciation) and any transportation or installation costs that have been separately paid by Customer.

12.2. This Section 12 shall not apply to and Supplier shall have no obligation or liability with respect to any patent infringement claim based upon: (i) any Product that is manufactured, or Service performed, or Software provided, that is customized to Customer's design or specification; (ii) the combined use of any Product or Software with any other apparatus or material; (iii) the use of any Product, Software or Service furnished hereunder to the extent that the infringement claim is based upon a modification to the Product, Software or Service that was made by the Customer or its affiliates (or their agents, or other contractors or suppliers); or (iv) the failure of Customer to implement any update provided by Supplier that would have prevented the claim. As to any Product, Software, Service or use described in the preceding sentence, Supplier assumes no liability whatsoever for patent infringement or the unauthorized use of Products, Software or Services, including, without limitation, a breach of the Contract.

12.3. This Section 12 states Supplier's exclusive and entire liability for indemnification for patent, trademark, copyright, and trade secret infringement for Products, Software and Services.

12.4. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Supplier in performing the Contract, whether alone or with contribution from Customer, shall be owned exclusively by Supplier. Customer agrees to deliver assignment documentation necessary to achieve that result.

13. Changes, Obsolescence, End of Life and Recalls.

13.1. Supplier may, as it deems necessary and/or from time to time, make engineering or specification changes with respect to the Products, Software or Services. If the engineering or specification change does not, in Supplier's reasonable discretion, constitute a material change in form, fit or function, Supplier is authorized to deliver the Product or Software, or perform the Services, as changed or modified, without notice to or consent from Customer. If, in Supplier's reasonable discretion, the engineering or specification change constitutes a material change in form, fit or function, Supplier must first notify Customer and, if applicable, the parties shall negotiate an equitable adjustment in the Contract Fees and delivery of the Products, Software and Services. Supplier shall have the right to suspend performance pending completion of such negotiation.

13.2. Customer may propose changes to Products, Software or Services by written change request to Supplier. Such changes proposed by Customer will be subject to adjustment in the Contract Fees and delivery of the Products, Software and Services. Supplier shall have no obligation to implement any proposed changes unless the change and associated adjustment to the Contract Fees and delivery of the Products, Services and Software is agreed in writing executed by both parties. Any such changes proposed and/or agreed within eight (8) months prior to delivery of the Products or Software, or performance of the Services, shall not apply unless otherwise specified by Supplier in writing.

13.3. Notwithstanding anything herein to the contrary, Supplier may, in accordance with its Product lifecycle policies, discontinue or declare obsolete certain Software or Products. In such event, (i) Supplier shall use reasonable efforts to fulfill any accepted and binding orders for such obsolete Software or Products, or, where this is not reasonable possible, offer Customer a functionally equivalent successor Product or Software version on commercially reasonable terms; (ii) Supplier shall provide Customer with reasonable prior notice of such discontinuation where practicable; and (iii) if a successor product or version is available, Supplier shall offer such successor on terms no less favorable than those offered to comparable third-party customers. If Customer elects not to procure the successor Product or Software version, or if no successor is available, Supplier's obligation to accept new orders for such

obsolete Software or Products shall cease. Supplier shall continue to perform any agreed support and maintenance services for Software or Products already supplied for the applicable support period agreed in the Contract, or, if no such period is specified, for a reasonable period, subject to applicable mandatory law. Nothing in this Section shall permit Supplier to withdraw from binding contractual obligations already accepted, nor shall it exclude or limit any rights or remedies of Customer that cannot be waived under applicable mandatory law.

13.4. Notwithstanding anything herein to the contrary, from time to time third party software, components, features, and/or applications (collectively, **"Third Party End of Life Products"**) within Software or Products may cease to be provided by the third party. In such event, and provided Section 13.3 herein does not apply, Supplier shall not be obligated to continue offering said Third Party End of Life Products after the end of life date provided by the third party. In the event (i) the third party offers a next generation or new version of the Third Party End of Life Products, on terms acceptable to Supplier and (ii) inclusion of the next generation or new version is, in Supplier's discretion, commercially reasonable (the analysis of which can include considerations such as technical compatibility) to incorporate into the applicable Software or Products, the Supplier will incorporate the next generation or new version into the applicable Software or Products and will offer same to Customer on terms no less reasonable overall than such terms as Supplier offers to third parties. If Customer does not procure the Software or Product with the next generation or new feature or application, if any is available, or if none is available, then Supplier shall have no further obligation with respect to pending orders for the affected Software or Products and shall no longer be obligated to perform any support services being purchased hereunder to the extent related to the Third Party End of Life Products.

13.5. In the event Supplier conducts a recall, service action, or field replacement program (a **"Recall Campaign"**) in relation to the Products that have been integrated into Customer or third party equipment, Supplier's responsibility shall be limited to providing replacement products of like kind and quality and to the actual, verifiable replacement cost of such products at the time of the Recall Campaign. Except for the cost of replacing its own products, Supplier shall not be responsible for any other costs, expenses, or liabilities arising from or associated with the Recall Campaign, including but not limited to: removal or reinstallation labor, travel or field service expenses, inspection or diagnostic costs, shipping or logistics, administrative or communication costs, customer service obligations, penalties, lost profits, production downtime, or any other indirect, incidental, or consequential costs. Nothing in this clause requires Supplier to reimburse or contribute to any recall, corrective action, or similar campaign initiated by Customer or any third party unless expressly agreed in writing.

14. Inspection & Factory Tests. Supplier will apply its normal quality control procedures in manufacturing Products and developing Software. Supplier shall attempt to accommodate requests by Customer to witness, at Customer's sole cost and expense, Supplier's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

15. Confidentiality.

15.1. Supplier and Customer (as to information disclosed, the **"Disclosing Party"**) may each provide the other party (as to information received, the **"Receiving Party"**) with Confidential Information in connection with this Contract. Supplier and Customer agree that all Software and Data delivered by Supplier to Customer, as well as the Contract Fees or other associated fees for Products, Software and Services shall be considered Supplier's Confidential Information. Except as set forth below, Supplier and Customer shall keep confidential, and not disclose or use for any purpose other than performance of the Contract and use of Products and Services, any Confidential Information of the other Party.

15.2. Paragraph 15.1 shall not restrict the Receiving Party from disclosing Confidential Information as follows: (a) Supplier may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract; (b) a Receiving Party may disclose Confidential Information to its auditors and tax advisors; (c) Customer may disclose Confidential Information to lenders as necessary for Customer to secure or retain financing needed to perform its obligations under the Contract; (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party; (e) the Receiving Party may disclose Confidential Information to a court, arbitral tribunal or competent governmental authority to the extent required by Applicable Law or a lawful request or order, provided that, to the extent legally permitted, it promptly notifies the Disclosing Party and takes reasonable steps to seek confidential treatment; and (f) to the extent necessary to enforce the Receiving Party's rights under the Agreement. For exceptions (a)-(d), the Receiving Party shall obtain a confidentiality commitment from the relevant affiliate, subcontractor, auditor, lender or other permitted third party that prohibits unauthorized disclosure of the Confidential Information, and the Receiving Party remains responsible for any unauthorized use or disclosure by such person. For exceptions (e)-(f), the Receiving Party shall disclose only the Confidential Information reasonably necessary and shall use reasonable efforts to preserve its confidentiality. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract or Applicable Law entitles or requires Receiving Party to retain an item of Confidential Information. Supplier may also retain one archive copy of Customer's Confidential Information.

15.3. The obligations under this Section 15 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; or (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information.

15.4. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Customer nor Supplier shall make any public announcement about the Contract without prior written approval of the other party.

15.5. Nothing in this Section 15 grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party. As to any individual item of Confidential Information, the restrictions of this Section

15 shall expire the earlier of ten (10) years after the date of disclosure or five (5) years after termination or expiration of the Contract. This Section does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

16. Governing Law; Dispute Resolution

16.1. The Contract and any dispute, controversy, or proceeding arising out of or relating to it, including any question regarding its existence, validity, or termination, shall be governed by and construed in accordance with the laws of the PRC, excluding its conflict of law rules (the “**Governing Law**”). The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Mandatory provisions of applicable law shall remain unaffected.

16.2. Any dispute, controversy or claim arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration under the arbitration rules of the China International Economic and Trade Arbitration Commission (CIETAC). The seat (legal place) of arbitration shall be Beijing, PRC. The arbitral tribunal shall consist of one arbitrator, unless the amount in dispute exceeds EUR 5,000,000, in which case it shall consist of three arbitrators. Where three arbitrators are appointed, each Party shall appoint one arbitrator, and the two party-appointed arbitrators shall appoint the chairperson in accordance with the CIETAC Rules. The language of the arbitration shall be English. The arbitral award shall be final and binding on the parties.

16.3. Notwithstanding the foregoing, either party may apply to a competent PRC court for interim or conservatory measures available under Applicable Law, including property preservation, evidence preservation or conduct preservation, in support of arbitration or to protect Confidential Information, intellectual property rights or trade secrets.

17. Nuclear Use. Unless otherwise agreed in writing, Products, Software and Services provided by Supplier are not intended for use in connection with any nuclear facility or activity, and Customer warrants that it shall not use or permit others to use Products, Software or Services for such purposes, without the advance written consent of Supplier. If, in breach of this, any such use occurs, Supplier (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Supplier, Customer shall indemnify and hold Supplier (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Supplier to any such use, if any, will be conditioned upon additional terms and conditions that Supplier determines to be acceptable for protection against nuclear liability.

18. Personal Data Protection, Customer Security Obligations, Supplier Security.

18.1. For purposes of this Section 18, references to “Personal Data” shall mean “Personal Information”. “Personal Information”, “Sensitive Personal Information”, “Personal Information Processor”, “Entrusted Processor”, “Personal Information Breach”, “processing” and other relevant terms shall have the meanings attributed to them under applicable Data Protection Legislation. “**Data Protection Legislation**” means the PRC Personal Information Protection Law, Data Security Law, Cybersecurity Law and other applicable PRC laws, administrative regulations and binding rules governing personal information, data security, cybersecurity and data cross-border transfers, each as amended from time to time..

18.2. The Customer will comply with all applicable requirements of the Data Protection Legislation.

18.3. The parties acknowledge that to the extent Supplier processes Personal Information on behalf of Customer under the Contract, Customer acts as the Personal Information Processor and Supplier acts as the Entrusted Processor for such processing. Customer shall ensure that it has a lawful basis for such processing and has provided all required notices and obtained all required consents or separate consents, as applicable. Any provision of Personal Information outside the PRC shall comply with applicable Data Protection Legislation..

18.4. Acting as an Entrusted Processor, Supplier shall, in relation to any Personal Information processed on behalf of Customer in connection with the performance by Supplier of its obligations under the Contract:

(i) process that Personal Information only on the documented written instructions of the Customer and within the agreed purpose, period, processing methods and categories of Personal Information, unless Supplier is required by Applicable Law to otherwise process that Personal Information. Where Supplier is relying on Applicable Law as the basis for such processing, Supplier shall, to the extent legally permitted, promptly notify the Customer before performing the processing. Supplier shall immediately inform Customer if, in its opinion, an instruction would infringe Data Protection Legislation or Applicable Law;

(ii) Process, use, disclose, or retain the personal Information only for the limited and specific purpose of providing the Product, Software, or Services and otherwise permitted by Data Protection Legislation or Applicable Law. For avoidance of doubt, Supplier shall not use Personal Information processed on behalf of Customer for an independent commercial purpose unless Supplier has a separate lawful basis and, where required, Customer’s written agreement;

(iii) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by Customer, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

(iv) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(v) assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its

obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(vi) notify Customer without undue delay on becoming aware of a Personal Data Breach;

(vii) at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the Contract unless required by local applicable law to store the Personal Data;

(viii) maintain complete and accurate records and information to demonstrate its compliance with this Section 18. At Customer's written request, Supplier shall provide reasonable information to Customer, including audit reports;

(ix) Customer hereby gives its general consent to Supplier's engagement of sub-processor(s), subject to the notice and objection procedure below. Supplier shall inform Customer in writing (email sufficient) of any engagement of sub-processors at least 30 days in advance. If the Customer objects to the engagement of a sub-processor, Supplier may terminate the agreement (or the affected service scope) with 15 days' written notice, without penalty. Where Supplier engages a sub-processor to carry out specific processing activities (on behalf of Customer), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding Supplier under this Section

18. Supplier shall remain fully responsible to Customer for the performance of the sub-processor's obligations in accordance with its contract with Supplier; and

(x) where required by Data Protection Legislation, promptly inform Customer if Supplier makes a determination that Supplier can no longer meet its obligations under the Contract and Data Protection Legislation, and promptly take reasonable remedial measures in cooperation with Customer.

18.5. Customer agrees to share with its personnel all applicable data protection policies and notices of Supplier as relevant for Supplier to perform the services under the Contract.

18.6. In order to facilitate Supplier's investigation of any cybersecurity event involving the Products or Software, Customer agrees to cooperate with Supplier in any investigation, litigation, or other action, as deemed necessary by Supplier to protect Supplier's or Customer's rights relating to a cybersecurity event.

18.7. Customer understands and warrants that Customer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Products or Software, the information used therein, and the network environment. This obligation includes complying with cybersecurity standards and recommended industry practices, including those recommended by any national cybersecurity institution or agency in the Customer's territory, in each case as applicable to Customer in general and/or to the use of the Products or Software specifically. Without limiting the generality of the foregoing, Customer agrees to comply with all data security laws and standards that apply to Customer generally and/or Customer's use of the Products or Software specifically, and shall make no attempt to circumvent or interfere with any of Supplier's security controls integrated within the Products or Software.

18.8. If a cybersecurity event occurs, Customer shall, as soon as reasonably practical but in no case more than 24 hours after the event occurs, notify Supplier of the cybersecurity event. Customer shall promptly use its best efforts to detect, respond and recover from such a cybersecurity event and to mitigate the effect of the event on any Product or Software. Customer shall, at Customer's expense, take reasonable steps to immediately remedy any cybersecurity event and prevent any further cybersecurity event. Customer further agrees that Customer will use its best efforts to preserve forensic data and evidence in its response to a cybersecurity event. Customer will provide and make available this forensic evidence and data to Supplier. Supplier shall not be liable for, and Customer shall indemnify, defend, and hold Supplier harmless against, any and all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees and court costs) suffered by Supplier as a result of Customer's failure to comply with these terms or Customer's failure to maintain reasonable and appropriate security measures.

18.9. Supplier will use commercially reasonable efforts to implement appropriate security measures in compliance with all applicable industry regulations and Supplier's Third-Party Risk Management Policy and Procedures. If Customer Content includes any data subject to specific legal or regulatory requirements, Customer is responsible for determining whether any Product meets such requirements, except to the extent the Contract expressly identifies specific requirements with which the Product complies.

19. Site Access; Health & Safety Matters.

19.1. If Services are to be performed by Supplier at Customer's property, Customer shall take all necessary precautions for the health and safety of Supplier's personnel at the Site. Such precautions include, but are not limited to: (i) providing to Supplier for review Customer's safety policies and procedures; (ii) instructing Supplier's personnel regarding: (a) Customer's safety practices; and (b) the proper and safe handling of, and protection of Supplier's personnel from exposure to, Hazardous Materials; and (iii) making Customer's Site medical facilities and resources available to Supplier's personnel. Without limiting the foregoing, Supplier may, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site. If, in Supplier's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Supplier may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise the work. Any such occurrence shall be considered an excusable delay pursuant to Section 7 of these Terms and Conditions.

19.2. Customer shall indemnify Supplier for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were: (i) present in or about Customer's equipment or the Site prior to the commencement of Supplier's work; (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on Site by parties other than Supplier.

19.3. Operation of Customer's equipment is the responsibility of Customer. If Customer requires or permits Supplier's personnel to

operate Customer's equipment at the Site, Customer shall indemnify and save Supplier, its employees and agents, harmless from expense and liability (including reasonable attorneys' fees) incurred by or imposed upon Supplier, its employees and agents, based upon exposure to Hazardous Materials, injury to persons (including death) or damage to property resulting from operation of such equipment at the Site by Supplier personnel.

20. General.

20.1. Supplier may assign its rights under the Contract, in whole or in part, without Customer's prior consent, to any of Supplier's subsidiaries or affiliates, or to any purchaser or other successor in interest of Westinghouse Air Brake Technologies Corporation (or portion thereof to which the Contract relates), subject to any notice required by Applicable Law. Supplier may transfer or novate its obligations, or its rights and obligations as a whole, to any such entity subject to Customer's consent to the extent required by Applicable Law, and Customer shall not unreasonably withhold, condition or delay such consent. Supplier may also assign any of its accounts receivable under the Contract to any party for factoring purposes without Customer's consent, subject to any notice required by Applicable Law, provided that such assignment does not increase Customer's obligations or materially affect Customer's position. Customer agrees to reasonably cooperate with any such assignment or permitted transfer or novation, including the execution of documents, provided that such documents do not materially adversely affect Customer's legal or commercial position. Supplier may subcontract portions of the work, provided that Supplier remains responsible for such subcontracted work. Customer may not assign or transfer its rights or obligations under the Contract without Supplier's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

20.2. Customer shall notify Supplier immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. If Customer fails to do so or Supplier reasonably objects to the change, Supplier may: (i) terminate the Contract; (ii) require Customer to provide adequate assurance of performance (including but not limited to payment), and/or (iii) put in place special controls regarding Supplier's Confidential Information.

20.3. If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

20.4. The following Sections shall survive termination or cancellation of the Contract as well as any other provisions that expressly limit or exclude liability: 3 through 13, and 15 through 20.

20.5. The Contract represents the entire agreement between the parties. No modification, change, amendment, rescission or waiver shall be binding on either party unless agreed in writing by the parties' authorized representatives. The parties represent and warrant that they did not rely upon any statement, oral or written, not contained in this Contract in making their respective decisions to enter into this Contract. The Contract may be signed in multiple counterparts that together shall constitute one agreement.

20.6. Except as provided in Section 9, regarding limitation of liability, and in Section 17, above, regarding nuclear use, this Contract is for the benefit of the Customer and Supplier and not for any third party.

20.7. Nothing in these Terms and Conditions shall exclude or limit any rights or remedies which cannot be excluded or limited under applicable mandatory law.