

Firm Fixed Price Quotation
For
CITY OF INDEPENDENCE, MO
At
CITY OF INDEPENDENCE
For an
HMI and Network Upgrade

Proposal Number: DM2361993 Rev 5

Date: October 14, 2022



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Date: October 14, 2022

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Attention: Elaine Kaifes

Subject: City of Independence HMI and Network upgrade

Proposal Number: DM2361993 Rev 5

Reference: RFQ

Dear Elaine,

Nexus Controls LLC, a Baker Hughes business, is pleased to offer CITY OF INDEPENDENCE, MO a Firm Fixed Price quotation for City of Independence HMI and Network upgrade.

- a. The total quantity of commercial Human Machine Interfaces ("HMI") to be upgraded is 10.

We look forward to the opportunity to discuss the proposed solution. Should you have any questions or require any additional information please do not hesitate to contact the undersigned.

Yours sincerely,

David Nierman
Sales Manager
Nexus Controls LLC

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Defined Terms

The following terms shall have the meanings set forth below as used throughout this document.

1. **"Buyer"** means the Legal Entity ("LE") to which Seller's proposal is directed and the source of any subsequent order/contract, namely **"CITY OF INDEPENDENCE, MO"**.
2. **"Buyer/End-User's Equipment"** or "Unit(s)" means equipment into which the Seller's Equipment(s) system will be installed and for which the Services will be performed.
3. **"Contract"** means the contract between Seller and Buyer resulting from this Document.
4. **"Contract Price"** or "Proposal Price" means the price to be paid by the Buyer to the Seller under this Proposal or any resulting Contract for the Parts and Services.
5. **"End-User"** means the entity to which will be the ultimate recipient of the Seller's scope of supply, namely **"CITY OF INDEPENDENCE"**.
6. **"Services"** means such planning, management, technical advisory services, site services and engineering necessary to install the System identified herein.
7. **"Seller"** means the LE issuing this proposal, providing the equipment and collecting the Purchase Order, namely **"NEXUS CONTROLS LLC"**.
8. **"Site"** means the location or Plant where the System or Parts will be installed and commissioned, namely **"CITY OF INDEPENDENCE"** located at **"INDEPENDENCE, MO"**.
9. **"System"** means the equipment, parts, materials, supplies, components and other goods, supplied as part of the offer/proposal/quotation.

Revision History

Revision	Date	Description of Revision
Rev 0	September 13, 2021	Original Distribution
Rev 1	December 14, 2021	Updated Validity and Cycle time
Rev 2	June 7, 2022	Updated Validity, Pricing and Cycle time
Rev 3	June 24, 2022	Updated Validity to 90 days, Pricing to 2023
Rev 4	October 5, 2022	Added option for a Firewall FGR60F
Rev 5	October 14, 2022	Changed PEECC HMIs to 17 inch Panel Mount, updated Pricing and lead time

1 Executive Summary

1.1 Overview

Nexus Controls LLC is pleased to submit this Firm Fixed Quotation to CITY OF INDEPENDENCE, MO Windows 10 HMI Upgrade at the CITY OF INDEPENDENCE.

The Seller's latest HMI technology provides the most current software and hardware technology available from the Seller for the turbine control operator interface. The latest software packages provide improved features and protection functions as compared to previous versions.

Current HMIs being built today are Windows 10 IOT Enterprise operating system and the HMIs have CIMPLICITY* Advanced Viewer. All original HMIs on the same network must be upgraded at the same time to allow proper interface between the equipment and the software packages.

The benefits of this retrofit include:

- a. Industry standard operating system and software.
- b. Integration of various systems and devices (as needed) to reduce resources required for operating and maintaining the units.
- c. CIMPLICITY Graphical User Interface (GUI) software on HMIs is for industrial controls.
- d. Solid State hard drives for increased uptime.

This project will consist of replacing 10 HMI operator interface PCs at the CITY OF INDEPENDENCE plant with new HMIs, located in the same locations with similar functionality. Controllers are Mark VIe Simplex Units.

As part of the upgrades and enhancements, the Seller is offering the following:

Upgrade the existing HMIs.

- a. Upgrades to the Mark processor firmware / software will also be provided as required.
- b. Upgrades to the site Network Switches.
- c. Field Service to install and commission the new HMIs and switches.

1.2 Benefits & Risk Summary – Industrial Cybersecurity

1.2.1 Gain Control of Your Systems with a Partner You Can Trust

Experience the peace of mind that comes with knowing your systems are protected even as they evolve. Our scalable OEM-agnostic cybersecurity solutions are designed to give full visibility into a single plant or multi-site environment. So that you can see and respond to threats faster, focus on your operations, maintain optimal production and ensure reliability and safety.

1.2.2 Benefits of Having a Robust Cybersecurity Solution

Having a strong cybersecurity capability not only provides an organization with risk mitigation and control but also improves insight, visibility and context, which enables a change in operations from a reactive firefighting mode to a proactive approach, reducing unexcepted outages and improving production processes.

1.2.3 Nexus Controls OTArmor[†] Cybersecurity Portfolio



1.2.4 Unsure Where to Start?

Our cybersecurity experts are knowledgeable on the CIS Top 20 Controls and industry standards such as ISA99/IEC62443, NERC-CIP, NIST, and WIB. We can provide your team with the support it needs for standards compliance and assist you in better understanding and addressing your vulnerabilities. Our scalable cybersecurity assessment allows you to establish a successful cybersecurity strategy while effectively managing your limited resources alongside key business goals.

1.2.5 Solution Risk Summary

Nexus Controls places a key focus on our customers industrial cybersecurity posture and the solutions we provide. The scope developed with Buyer is evaluated against best practice and international standards to provide a Solution Risk Summary. This summary shows how the proposed solution aligns to best practice to highlight any areas that may warrant further discussion and includes suggestions for improvements in each cyber domain area where applicable. Unless amended during review or further discussions, Buyer accepts potential risks in cybersecurity areas not addressed in this proposal. The below table is a self-assessment tool to help you evaluate the cybersecurity posture of your organization.

Cybersecurity Solution	Best Practice	Executed at Site?	Recommendations
Secure Configurations Hardened & patchable device configurations that disable or removal unnecessary programs, features or services	✓		Update legacy operating systems and network switches to supported ones and harden configurations
Endpoint Malware Defense (Antivirus/Whitelisting?) Centralized Anti-Malware management or application whitelisting to block known/suspicious activity	✓		Install antivirus or whitelisting for malware protection
Removable Media Protections Centralized Anti-Malware management or application whitelisting to block known/suspicious activity	✓		Install technical controls so USB drives cannot write or copy data from critical assets
Backup & Disaster Recovery Automated and centralized backup and	✓		Install automated and centralized backup and recovery solutions

Cybersecurity Solution	Best Practice	Executed at Site?	Recommendations
recovery of operating systems, network equipment, etc.			
Latest Patching & Updates Centralized Patch Management and process for deploying multiple OEM's pre-validated updates	✓		Install latest OEM pre-validated security patches and updates
Access Control & Authorization Management Centralized role-based access control and two-factor authentication for critical privileged users or roles	✓		Deploy domain controller for centralized password, user & machine mgmt., enforce password complexity. Add 2-factor authentication for privileged accounts
Asset Inventory Visibility Real time active asset inventory visibility & reporting of hardware, firmware, software and applications	✓		Install real time asset management for industrial visibility (make, model, serial number, OS, applications of I/O, PLC's)
Vulnerability Management Real time listing to drill down common vulnerabilities and exposures (CVEs)	✓		Passive and active scanning solution to identify assets that are subject to vulnerabilities for potential malicious activity
Network Separation & Access Control Firewalls & Gateways to control the communication in/out of your trusted Operational Technology (OT) perimeter	✓		Protect ingress/regress locations that lead to different trust zones by Firewall or other boundary protection devices
Industrial Secure Remote Access Zero-trust based industrial remote access with read-only or write control, lockbox, video recording & monitoring	✓		Electronic remote access into the site may not be adequate or up to industry best practices
Security Incidents & Management Centralized security log collection & retention from all monitored assets for Incident Response activity	✓		Missing a centralized method to collect cybersecurity logs, making incident response very difficult
Segmentation & Separation Zoning and segmenting breaking trusted infrastructure into smaller segmentation following international standards such as ISA99/IEC62443	✓		Missing micro-segmentation solution to help contain any successful cyberattacks from reaching other critical assets

1.3 Quality

Baker Hughes is committed to Customer Satisfaction, Compliance and Continuous Improvement. Our [Quality Policy](#), compliance to numerous standards and many reference sites demonstrate our adherence to these principles.

- Our Quality Management System (QMS) is scalable assuring lean quality from software patch or parts delivery to multisite mission critical control systems deployments.
- Our procedures drive clear requirements management through to the end solution. We also integrate global regulatory, technical and cyber security standards into our upfront proposal process so all stakeholders know how end user will be compliant.
- If new requirements emerge, we manage scope, schedule, cost and regulatory impacts to optimally deliver only the value customer contracts and regulations require.
- All our global design and manufacturing sites (USA, Brazil, Hungary, UAE, Saudi, Korea, Singapore, China) are ISO-9001:2015 certified by a leading Auditor such as LRQA or BSI. All operate under a single QA Manual.
- We survey using Net Promoter Score methodology driving lessons learned on Parts, Projects and Service deliveries.
- Our Continuous Improvement leverages root cause analysis and Lean Six Sigma disciplines to provide clear tie from improvement opportunities to countermeasure effectivity reviews.

- g. We welcome an examination of our procedures and objective evidence for compliance to contract and ISO-9001:2015 anytime during a project. Usually, this would last less than one day. Please work with your Project Manager once project is kicked off to arrange.

Some customers require additional assurances above and beyond contractual, ISO-9001:2015 and relevant technical regulatory standards. We can proceed with discussion on any of these options:

- a. Full System Audit. Occasionally end customers require documented assurance of compliance to contractual and quality standards. These audits require multiple days to complete and some planning for scope. We can include this scope in the contract.
- b. Expanded Project Quality Documentation. Some projects require specific quality requirements that are not part of ISO-9001:2015, we offer to contract these activities to document additional deliverables (examples: Project Quality Plans, Software Quality Plans, Packaging Plans, Inspection Quality Plans)
- c. Where end customers require compliance to standards we do not currently possess we will work with you to develop a custom solution to meet your needs.

1.4 Project Management

Upon receipt of an order, the Seller will assign a Project Manager who will be the Buyer/End-user's single point of contact to ensure that the scope and delivery requirements are satisfied. The Project Manager's responsibilities will include:

- a. Project scheduling and tracking for the project activities associated with the equipment delivery.
- b. Procurement and expediting of all equipment and services included in this proposal to insure a smooth project.
- c. Coordination of engineering, test and startup activities (if included) for the equipment upgrade.

2 Base Scope of Supply

2.1 Bill of Material

Qty	Operator Workstation HMI Computer
Lot	100baseT Ethernet Cables, For UDH Connections per HMI
Lot	100baseT Ethernet Cables, For PDH Connections per HMI

Qty	Software Description (per HMI)
Lot	CIMPLICITY 11 HMI Software
Lot	Acronis Backup and Restore
Lot	McAfee Antivirus
Lot	Microsoft Excel and Word Programs

Qty.	Description
6	Commercial Grade for HMI upgrade: PC details are typical. Seller will provide an HMI that meets the specific requirements of the project, details of which will be provided during project execution: 17" Touch Panel Mount Computer: a. Touch Screen - HD 17" b. Intel Gen 4 Core™ i7 c. 8 GB RAM Memory d. 1 - 500GB Solid State Internal Hard Drive SATA e. 2 - External USB (3.0) f. 1 - RS-232/422/485 Serial Port g. 1 - RS-232 Serial Port h. Redundant UDH/PDH Ethernet Connections (4 - RJ45 Ethernet Ports) i. Adapter 100-240 VAC, 150 Watts to 24 VDC j. IP66 Approved Front Panel k. Relative Humidity: 10 ~ 95% @ 40°C (Non-condensing) l. Operating Temperature: 0 ~ 55° C (32 ~ 131° F) m. Windows 10 IOT Enterprise 64-bit
4	Commercial Grade for HMI upgrade: PC details are typical. Seller will provide an HMI that meets the specific requirements of the project, details of which will be provided during project execution: Commercial Grade Tower: a. HP Z4 G4 Workstation b. HP Z4 G4 750W Power Supply, 90% efficient (C13 input) c. Intel Xeon W-2123 3.6 2666 4 core processor d. 8GB DDR4 2666 DIMM ECC (32 GB Total Memory) e. NVIDIA Quadro P620 2GB Graphics Card (4 mDP output) f. mDP to DP adapters g. 256 GB SATA Solid State Drive (OS - C:\) h. 256 GB SATA Solid State Drive (BACKUP - X:\ and DATA - E:\) i. 9.5 mm DVD-Writer j. HP i350-T2 PCIe Dual Port Gigabit NIC k. HP Serial Port Adapter

Qty.	Description
	l. USB Business Slim Wired Keyboard US m. HP Optical USB Mouse n. Windows 10 IOT Enterprise LTSC 2019 Multi-Language OEI High End (ESD) o. Keyboard (USB) p. Mouse (USB)
Per site	An equipment network topology (4108 drawing) in support of a HMI upgrade. The topology provided would be based on the current site information that is provided to the Seller from the Buyer.
0	Monitors (see options)
Per HMI	Widescreen Engineering
Per HMI	Audible Alarm on the HMI - Software Activation
Per Powered Device	Power Cords Supplied per Powered Device for use in the USA.

2.2 HMIs Proposed Changes/Solution

This project will consist of replacing 10 HMI operator interface PCs at the CITY OF INDEPENDENCE plant with new HMIs, located in the same locations with similar functionality. Controllers are Mark VIe Simplex Units.

The final configuration of the new HMIs cannot be accomplished in the factory. The final site-specific configuration will be completed during installation. It is recommended that the Seller's field service employees perform the installing and system/controller configuration to maintain system integrity and robustness.

New ControlST site software is included with the HMI as part of the base scope offering. Installation of the controller software based on the upgrade is included as part of the installation activities. Turbine controller/ Plant-wide DCS controller system shutdown and reboot will be required to upgrade the ControlST software/ firmware.

2.3 HMI System Architecture

HMIs will be supplied in the quantities and with the functionality described in words and in the configuration tables below. No changes to the existing UDH/PDH networks link are provided.

Proposed HMI Capability Table

TURBINE UNIT #	GT1_SVR	GT2_SVR	GT3_SVR	GT4_SVR	GT5_SVR
J1	Server				
J2		Server			
I3			Server		
I4				Server	
H5					Server
PC Style	Commercial	Commercial	Commercial	Commercial	Commercial
PC orientation	Panel Mount	Panel Mount	Panel Mount	Panel Mount	Panel Mount
Widescreen Formatting	Yes	Yes	Yes	Yes	Yes
Audible alarm with speakers	Yes	Yes	Yes	Yes	Yes

TURBINE UNIT #	GT6_SVR	CRM5_SVR	CRM6_SVR	EWS1_SVR	REM1_SVR
H6	Server	Server	Server	Server	Server
PC Style	Commercial	Commercial	Commercial	Commercial	Commercial
PC orientation	Panel Mount	Rack Mounted	Rack Mounted	Rack Mounted	Rack Mounted
Widescreen Formatting	Yes	Yes	Yes	Yes	Yes
Audible alarm with speakers	Yes	Yes	Yes	Yes	Yes

SWAT (Software Acceptance Test) Longmont, CO or via Teams	One Day SWAT with no Simulation
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2.3.1 Proposed HMI External Communication

Our base offering includes an RS-485 Modbus protocol interface to other customer equipment. We propose to reapply the same point list that is currently in use for applications.

Seller will not modify the Buyer supplied external equipment/foreign devices or other sub-systems for communication interface with the Mark VIe. Buyer/End-User is responsible for any additional hardware or programming required for the interfacing of Seller supplied equipment to Buyer/End-User supplied external equipment/foreign devices. The Seller expects the Buyer, or his vendor will be needed to help with the communication on his Equipment. The Seller will work on their equipment to help support commissioning the communication link(s).

2.4 Engineering Design, Testing and Meetings

As part of the project, the Seller's Engineering Design will include the following:

- Controls Software – Firmware upgrade only; as needed to support the HMI Upgrade. Changes to the sequencing and fuel control logic are not performed and will remain as it exists at the time of collecting the As-Running software files.
- Development of HMI Operator Graphic Screens (per Seller standard design).
- Create or update the network topology drawing (aka the 4108 drawing).
- Kickoff Meeting:** A Buyer/Seller kickoff meeting will be held per conference call. Attendees from the Seller's team will include, at a minimum, the project manager and a project engineer. During the phone conference kickoff meeting, the project scope and schedule will be reviewed and agreed upon between the parties.
- Software Witness Acceptance Test (SWAT):** The SWAT is a one (1)-day customer review at the Seller's Facility or via Teams. The site-specific software is loaded onto the new HMIs in the lab. For the customer's review, the operator screens are reviewed. During the SWAT, there is data displayed on the screens but there is not true turbine operation simulation and therefore the data is not correlated to real turbine operation on the screens. The layout of each screen and its data points can be reviewed as well as the location of control buttons, menu selections, alarm page, etc. During the SWAT, an acceptance document will be used to document the review.
- Integration with (Switches, etc.)
- Communications to other buyer's device includes an RS-485 Modbus protocol interface to another buyer's equipment. We propose to reapply the same point list that is currently in use for applications.

2.5 Documentation

Unless otherwise indicated, all electronic (softcopy) and hardcopy documentation, control screens, panel labels and wiring identification will be provided in the English language only. The Seller will provide the following product documentation in quantities and media type listed below.

2.5.1 Electronic Media Documentation

Project documentation will be provided electronically via the Seller's Secure Portal and optionally on DVD media if purchased.

2.5.2 Hardcopy Media Documentation

Note that HMI projects will not include hardcopy documentation.

2.5.3 Documentation List

The following table shows the description of the project documentation that the Seller will be providing as part of the deliverables for the contract.

	Document Description
Item	Generic List
1	ToolboxST Guide for the WorkstationST Application
2	Instruction Manuals/Publications, including Maintenance and User Guides; Ex: GEH, GEK
Item	Application Specific List
3	Network Topology Diagram
4	SWAT Report

3 Optional Scope of Supply

3.1 CAP Software Update Subscription

The CAP Software Update Subscription supports operational continuity turbine, generator, and plant control systems and their associated networks. It includes patch management, updated virus signatures, and backup and recovery strategy.

This subscription-based offering includes operating system and application patches as well as anti-virus/intrusion detection signatures to cover updates for HMIs, servers, switches, and network intrusion detection. Updates can be applied to individual HMIs or via the Nexus **OTArmor** appliance for network-wide deployment.

Subscribers receive monthly delivery of DVDs containing validated and tested patches, compatible with existing HMIs. Patch reports that detail US-CERT criticality, reboot requirements, and estimated install time.

3.2 Nexus OTArmor Standard CSMS

Nexus **OTArmor** Standard provides defense-in-depth protection with a simplified configuration to meet the basic needs of cyber security. Nexus **OTArmor** Standard features include built-in, local, role-based access control as well as secure mode connection between the controller and the HMI ensuring communication is authenticated and encrypted. The Nexus **OTArmor** Standard solution provides local Disaster Recovery for the VMs on the Nexus **OTArmor** Standard server, a local implementation of Anti-Virus software, and the ability for local patching. Additional optional offerings are available to assist in centralizing many common management activities. In addition, the Nexus **OTArmor** Standard offering includes a redundant domain controller to provide a high level of network domain availability. The Nexus **OTArmor** Standard platform uses the power of software and virtualization technology on server hardware for increased lifecycle and scalability. Virtualization benefits include increased Recovery speed, a smaller hardware footprint, less power consumption and the capability to easily expand to additional Virtual Machine-hosted technology. Seller's security solutions are designed to support compliance to cyber security standards and guidelines including NERC CIP, NEI 08-09, IEC 62443-2-4 and the Center for Internet Security Critical Security Controls (CIS Controls).

3.2.1 Available features of Nexus OTArmor Standard include:

1. Centralized Account/Policy Management: Active Directory.
 - a. Role-based access control
 - b. Redundant Domain Controller
2. Local Patching, Back-Up and AV.
3. Certificate Authority Server.
 - a. Enhanced Controller Protection, "Secure Mode" (only with Mark VIe type controllers)
4. Centralized Anti-Virus (AV) / Data Loss Prevention (DLP) VM.
5. Centralized Patching VM.
6. Centralized Back-Up Server VM.
7. Identity and Access Management, Yubico, Yubikey.

3.2.2 Centralized Account/Policy Management: Active Directory

The Centralized Account/Policy Management VM is the management point for users and computers in the domain. It provides a role-based access control system to manage access to resources and applications based on the identity and privileges assigned to the user by the administrator. It also centrally updates security policies for access to Seller's Windows-Based Machines and Active Directory Users. Nexus **OTArmor** CSMS uses an industry accepted, best-in-class Active Directory to easily integrate into plant-wide, computer and user account management. The system replicates data provided here to the Backup Domain Controller to assist with emergency operations or Recovery as needed.

The Centralized Account/Policy Management VM also maintains and distributes Group Policy Objects for the Seller's Windows based computers and servers. The Group Policy objects enforce the Seller's validated cyber security best practices on managed Microsoft Windows endpoints within the managed control system. Examples of actions performed by Group Policy Objects include disabling non-required services, enforcing user rights assignment, and enforcing security options.

MS Radius Server (A component of Active Directory) Integrates with Active Directory to extend centralized account management to Network Switches and Firewalls. Note: Extended centralized account management network switches

requires Seller's configured: Cisco or Hirschmann managed switches. Contact your direct Sales Representative for additional Information.

3.2.3 Redundant Domain Controller - VM

The redundant Domain controller offers enhanced network domain availability. When a redundant domain controller is added to the system, the domain controllers share and replicate management and domain information. In the event of a failure of one system, either controller can serve as the sole domain controller.

3.2.4 Local Patching, Back-Up and AV

The offering for the Nexus **OTArmor** system includes support for backup of the Nexus **OTArmor** Virtual Machines, local Anti-Virus and local patching. The local backup option allows users to manage and maintain backups for the Virtual Machines hosted on the Nexus **OTArmor** server. This includes the ability to schedule backups, locally store the backups, and monitor the status of backup activities. As part of the baseline offering, a local Anti-Virus solution is installed on each Virtual Machine hosted on the Nexus **OTArmor**. The locally managed Anti-Virus software provides detection and prevention of malware and viruses on each individual system. When CAP is purchased, each Virtual Machine on the Nexus **OTArmor** solution supports local installation of patches and updates using the CAP update disks.

3.2.5 Certificate Authority Server and Enhanced Controller Protections

Certificate Authority Server

A Certificate Authority Server works with Active Directory to handle certificate requests and certificate validation. It is a trusted entity that issues electronic documents that verify a digital entity's identity on the Network. The electronic documents, which are called digital certificates, are an essential part of secure communication and play an important part in the public key infrastructure (PKI). Certificates can also be used to enable encrypted communication with a device such as controllers, that are not member of the domain but still require proof of identity. Certificates from the server are also used in the Domain Controllers and Application Servers for the Remote Desktop subsystem to verify the identity of the computer before providing it with a user name and password.

Enhanced Controller Protection (Only Available with MARK VIe, EX2100e and LS2100e)

Maintains session authenticity between the GE controllers and the Authenticated User on domain-controlled HMIs, enabling the Mark VIe Control System and EX2100e Generator Excitation to operate in secure mode during normal operations. When operating in secure mode, the controller solely permits executables, on a hash-protected, encrypted list defined in firmware. Additionally, when the controller(s) are operating in secure mode, all commands to the controller are encrypted. This enables only users with the necessary certificate on authorized HMIs to access the controller. (Note: Use of the Certificate Authority Server requires ControlST 4.6 or higher).

3.2.6 Centralized Anti-Virus (AV)/Data Loss Prevention (DLP) VM

The Nexus **OTArmor** CSMS solution provides the platform for centralization of anti-malware and ransomware protection using McAfee. The centralized management console provides a single point of entry into the management of policies and identification of events of interest within the software. As a component of the McAfee application, Seller utilizes a Data Loss Prevention (DLP) function managed by the centralized server. The DLP component provides the ability to block portable media and devices (i.e. USB, CD/DVD), while allowing authorized devices to connect to the system. The centralized server provides the ability to quickly assess the security posture of managed systems from a central location. Views available from the management console include the status of managed endpoints, current protection levels (e.g. virus database version), threat detection alerts (e.g. virus detected, unauthorized USB detected), and the overall status of the endpoints. Based on their access level users will have the ability to navigate through the console data for additional details or to run reports as needed. The system will have the ability to be updated without connection to the Internet.

3.2.7 Centralized Patching – VM

The Nexus **OTArmor** CSMS solution provides the platform for centralization of Patching and Patch Management. The centralized management console provides a single point of entry into the monitoring and deployment of Patches within the managed network. The patch management solution allows system administrators the ability to quickly assess the current patch compliance of the system and then deploy patches as necessary to remediate managed devices. The central management feature enables organizations to:

- a. Reduce manpower and dedicated resources;
- b. Choose which patch to deploy and when;

- c. Prioritize needed patches and create deployment plans;
- d. Generate reports to be used for auditing or tracking purposes;

To maintain a high level of security and isolation, the system has the ability to be updated without connection to the Internet (using Baker Hughes CAP Program). The centralized patching solution assists organizations in reducing costs associated with the time spent configuring, deploying and rebooting systems.

3.2.8 Centralized Backup and Disaster Recovery Capability – VM

The Nexus **OTArmor** CSMS solution provides the platform for centralization of backup and Disaster Recovery activities. The centralized Backup Server provides backup and Recovery features and storage for computers and supported network devices in the Buyer's network. This solution provides automatic, centralized backup and Recovery of the process control domain, saving time and money through assurance of a quick Disaster Recovery plan with minimal downtime. The system is sized to include the cyber security system servers and the number of servers/computers which support backup function on the Buyer's network. The system provides a dashboard with information on backup status, including errors or warnings related to backup or Recovery tasks. The centralized system supports the ability to schedule backup activities to be performed during non-peak times, along with managing the network utilization during backup activities. The system will allow recovering a failed computer/server from the centralized backup management storage. Scheduling backup sessions is to be planned and agreed upon during engineering phase.

Nexus **OTArmor** CSMS provides documentation for the backup/restore of computers, networking devices, and other components, including scheduling of backups, customizing backup configurations and creating additional backup plans. Backup capabilities are designed to operate during normal plant operations and set to minimize network resources.

3.2.9 OPTIONAL Security Information Event Management (SIEM)/Log Management VM

The Nexus **OTArmor** CSMS solution provides the platform for centralization of log collection, log retention and Cyber Security Incident Response activities. The Security Information Event Management (SIEM) collects log and security related information from devices which support the ability forward information to the SIEM collector. Devices which logs are typically collected include network switches, workstations, servers, controller(s), Network Intrusion Detection Servers and Firewalls. The SIEM provides a single, centralized, and real-time display of activity throughout the plant network to support event correlation and analysis. The SIEM tool supports customization of dashboards and views to support Buyer's specific environments. In addition, if required, the SIEM tool can be configured to forward log and event information to alternate Buyer's monitoring system.

The list below indicates typical information available for logging, and may vary based on type of event or source:

- a. Event time stamps.
- b. Source and destination addresses.
- c. User / process identifiers.
- d. Event descriptions.
- e. Success / fail indications.
- f. Filenames involved.
- g. Access control / flow control rules involved.
- h. Connections (e.g. removable media, laptop, etc.).
- i. Certain privilege functions, depending on device and log type.
- j. User login/logouts.
- k. Configuration/software/firmware changes.
- l. Audits setting changes.
- m. Privileged access.
- n. Privileged commands.
- o. Any modifications of the security functions.

3.2.10 Identity and Access Management Solution

The Yubico, YubiKey combines hardware-based authentication and public key cryptography to ensure strong authentication and eliminate account takeovers. Capabilities include U2F, an open authentication standard supported by the FIDO Alliance, as well as Smart Card functionality based on the PIV interface specified in NIST SP 800-73.

A smart card is a secure USB device that is typically used for storing cryptographic keys. This device provides users with a tool that will be used for the purpose of authentication. A user will connect his unique smart card to a host computer,

where software on the host computer interacts with the key's material and other secrets stored on the smart card to authenticate the user. YubiKey provides baseline functionality to authenticate as a PIV-compliant smart card out-of-the-box on Microsoft Windows Server 2008 R2 and later servers, and Microsoft Windows 7 and later clients. Using Native Windows Server Certificate Authority certificate templates and Group Policy settings to manage Smart Card authentication with Yubikey's, we are able to provide a 2FA solution for all users.

3.2.11 Time Synchronization

The cyber security system and the devices in the secure network will be configured to synch to site high resolution time source if available.

3.2.12 Nexus OTArmor Standard Bill of Material

Item	Qty.	Description
1.	1	OTArmor CSMS Server, Hardware – Standard; Includes Two (2) HP-DL380 Gen 10 Servers (or latest technology) that provides a dual solution for hosting multiple VMs.
2.	1	Identity and Access Management – Yubico, Yubikey; Qty.1 equals to One (1) Cryptographic key that will be assigned to One(1) user; Update this quantity based on the number of users that will require a cryptographic Key; Qty. 1 Always included with Nexus OTArmor Appliance.
3.	1	VM (Virtual Machine) Centralized Account/Policy Management: Active Directory & Group Policy Objects.
4.	1	VM (Virtual Machine) Certificate Authority Server & Enhanced Controller Protection (Secure Mode only with Mark VIe controllers).
5.	1	VM (Virtual Machine) Redundant Domain Controller.
6.	1	VM (Virtual Machine) Centralized Anti-Virus (AV) /Data Loss Prevention (DLP). McAfee
7.	1	VM (Virtual Machine) Centralized Patching.
8.	1	VM (Virtual Machine) Centralized Backup and Disaster Recovery.
9.	1	Security Cabinet - 42U 600Wx1000D - Basic PDU 120~230VAC + Network Mounting Bracket Split Side panels - White Seismic Option NOT Available for this model
10.	1	KVM Equipment (Console Kit: Integrated Monitor, Keyboard, with Trackball/Console Switch/USB Interface Adapter).
11.	1	Additional Basic PDU 120~230VAC + Bracket Assembly
12.	1 Lot	Factory Engineering to configure the Nexus OTArmor to the proposal's specifications.
13.	Lot	Nexus OTArmor Licensing Term of five (5) years.
14.	Lot	Nexus OTArmor CSMS Updates: Vulnerability review and updated prior to shipment; Patch Update Subscription (CAP) for the duration of the Term of five (5) years.

4 Installation Site Services

4.1 Site Services Division of Responsibility

This DOR (Division of Responsibility) represents the responsibilities for projects where the Seller is providing only a field engineer(s) to support the installation of the Seller supplied equipment.

Legend: B=Buyer, E=End-user, S=Seller

Item	Description	Responsibility	Comments
1	Labor and material shall be supplied in sufficient quantity and capability such that the installation and startup of the Seller supplied equipment scope can be completed within the schedule identified herein.	B/E	
2	Provide all required installation tools and materials	B/E	
3	Provide any specialized test equipment, if required	B/E	
4	Schedule and manage allotted hours for best utilization in overall project schedule. Additional hours or wait time will be considered extra work.	B/E	
5	Provide qualified personnel for instrument calibration, and to assist Seller's personnel in checkout and commissioning of the new equipment.	B/E	
6	Provide qualified personnel and proper test equipment for the setup and commissioning of any specialty protective relays and/or equipment (such as Multilin, SEL, Beckwith, etc.), if supplied.	B/E	
7	Provide qualified operators for duration of start-up commissioning.	B/E	
8	Buyer/End-user shall provide a desk or workspace for Seller's Controls Specialist to work and a telephone with outside plant access. Access to Site facilities such as washrooms, toilets, drinking water, etc. shall be provided.	B/E	
9	Checkout of the communications to a DCS or other site devices will include only basic assurance that separate modes are functional. Complete point-to-point testing can be provided at additional cost. Operational control will be tested and commissioned only from the Seller HMI's.	S	
10	Includes installation of base scope only. Installation and commissioning of options and/or additional hardware, software, functionality, TILs, etc. (unless specified) will be evaluated for a change in scope, and the site services price will be adjusted accordingly.	S	
11	Lock Out Tag Out ("LOTO") of all equipment related to Seller's work, prior mobilization.	B/E	Seller to verify
12	Health, Safety, Emergency Response and Security Procedures.	B/E	
13	Regulatory Requirements and permits (Air, welding, work, etc.).	B/E	
14	Temporary Utilities (electric, light, air, water, phone, fax and internet).	B/E	
15	Provide Seller's personnel with: Office space, telephone access, internet access, sanitary facilities, drinking water, parking etc.	B/E	
16	First Aid facilities	B/E	
17	Manage and direct all craft labor working on the project. Seller personnel will act in an advisory position only.	B/E	

5 Proposal Basis and Buyer Responsibilities

This section lists those items which are provided by the Buyer or End-User and not part of the Seller's scope of supply. It also lists the Seller's assumptions, comments to Buyer/End-user's requirements, and the breakdown of Buyer/End-User responsibilities.

5.1 General Assumptions and Clarifications

Below represents the Seller's Clarifications, Assumptions and Exceptions related to the Seller supplied equipment and services.

- a. Seller believes that this proposal/quote meets the intent of the Buyer/End-User's request and will be the document of reference in any resulting contract.
- b. Seller assumes multiple units onsite (included in this proposal) are similar except for the Unit number designators and tag names as they relate to the Seller supplied equipment (Hardware, Software), engineering, documentation and control logic functionality. IE: Pricing for unique hardware, software or engineering is not included, when the scope of work is applied to multiple units onsite, which are assumed to be similar.
- c. Firewall and Routing changes are not part of the Seller's scope. They are expected to be performed by the Buyer prior to the Seller's arrival.
- d. Unless specifically identified in this proposal, the Seller is not supplying any cables (copper, Ethernet, or fiber optic), networking equipment, field devices, instrumentation, cabinets, housings, solenoids, actuation devices, or installation materials.
- e. It is assumed that any existing equipment, including but not limited to cabling, wiring, sensors, field devices, terminal boards, communication networks, etc., that are not being replaced as part of this work scope are in a good working order. Replacement of non-functioning or faulty equipment is not included in the scope of this document, unless otherwise specified. If a site survey and Seller's engineering results in the need for additional equipment, cabling and field devices, this will result in a contract change order where pricing and delivery cycle relief will be afforded to the Seller.
- f. All machine components are in satisfactory condition and will operate with the new controls. This includes, but is not limited to, the existing metering, generator protection/control, lubrication, cooling, gas, fuel, steam and hydraulics systems.
- g. If an RFQ or technical specification is presented by the Buyer/End-User during the project's execution (contract term), that were not initially brought to the attention of the Seller during the proposal development stage and said specifications/requirements subsequently increase the cost of the project for the Seller, this will be treated as a Contract Change Order and billed accordingly.
- h. Seller reserves the right to substitute suitable and equivalent third-party hardware in place of those proposed, should such items become obsolete prior to final delivery of those products. If during the warranty period, a third-party hardware item becomes defective and requires replacement, such item may be replaced by a substitute item if the third-party item has been obsoleted. Buyer/End-User shall receive notification of substitution prior to shipment of the items.
- i. When existing cabinetry is being reused, the Buyer/End-User shall be responsible for the condition and suitability of same to house the Seller supplied equipment, maintaining NEMA, EMI and RFI requirements, as an example.
- j. No provisions for a separate, integrated FAT or communication testing with a foreign device or other sub-systems (DCS, SCADA, Historian, etc.) are included in this proposal. Simple communication testing with Buyer/End-User's foreign devices or other sub-systems can be conducted and verified by the Seller's field engineer carrying out the commissioning onsite. Should Buyer/End-User decide to have a separate communication test with other systems at Buyer/End-User's facility, Seller will provide a quotation upon Buyer's/End-User's request and detailed definition.
- k. No modifications to any Buyer/End-User DCS or third-party equipment are included in this proposal. The new Seller supplied equipment may require modification to DCS signals to maintain compatibility. Modification of these DCS signals is the responsibility of Buyer/End-User.
- l. Relevant OEM Technical Information Letters ("TIL") related to equipment being provided, have been performed.
- m. Buyer/End-User is responsible to adhere to the timetable of critical project data exchange and execution milestones as identified in the detailed project schedule agreed to at the kick-off meeting.
- n. As the project, must incorporate Buyer/End-User specific requirements, Buyer/End-User must support all project activities.
 - i. Support Site kick-off meeting, site visits, design reviews, status meetings, etc.
 - ii. Participate in Buyer/End-User Witnessed Factory (if included) and Site Acceptance Tests
 - iii. Respond to Seller inquiries and requests for documentation in a timely manner.

- iv. Direct all communications through Seller's assigned Project Manager.
- v. Document, in writing, approvals for all change orders.
- o. Non-Seller Engineering Design Package: As part of our base offer the Seller will provide unit specific equipment design drawings for the equipment we are providing, which will show termination points/locations. A plant specific Engineering Design Package (EDP) is typically required, which takes the Seller's equipment specific drawings and the existing plant drawings and integrates them into a seamless EDP for the Site Services and Craft Labor teams to execute against. If the EDP is not provided by the Seller (as Base or Optional), and a Non-Seller third party provides this EDP, the Seller assumes that the third parties EDP is accurate and without errors. Should errors in this third party EDP result in re-work or delays, on the part of the Seller, these delays/additional work will be treated as a contract change order.
- p. Services pricing included assumes all units/machines associated with this HMI upgrade will be offline.
- q. Formal training on the new equipment is not included.
- r. The HMI hardware and software packages are tested as an integrated system. Extensive qualification and verification is performed to ensure compatibility of the hardware and software components. For warranty and support reasons removal of any of the Seller's provided software or addition of any third-party software/hardware packages (not previously approved by the Seller) will result in Seller's inability service and maintain the equipment and will void Seller's warranty on these products.
- s. Seller does not support connecting different Cimplicity versions of HMIs to the same network. The older versions of HMI can be identified by the version of CIMPLICITY present on the HMI. It will be either "3.22", "4.01", "5.5", "6.1", "7.5", "8.2", "9.0" or "9.5". There are major configuration differences between HMI versions, creating a high potential for corruption of the HMI core-load by manipulating multiple versions at the same time. There is also a potential for unforeseen conflicts, which Seller has not fully documented or discovered. Any issues created by intermixing different CIMPLICITY version HMIs, will be treated as out of warranty expenses. Support can be made available at site to restore HMIs using customer/site generated backup media and this assistance will be billed on a time and material basis.
- t. New HMIs are supplied with sufficient NIC (Network Interface Card) ports to support dual PDH/UDH networks. This does not imply that the new or existing site network has a redundant PDH/UDH network.
- u. The current screens and alarms will be copied to the new HMIs. This proposal does not include a change in language or additional screens being added. Significant customization of screens may require additional engineering time and hence a change in pricing.
- v. Existing Network wiring (power, networking, etc.) will be reused unless otherwise indicated. Additional Ethernet cabling or changes to the current design will/may constitute a contract change order and will need to be quoted at the time of the work. All cabling, connections, or installation associated with relocating or networking the HMIs and Historian PCs, such as hubs or converters, are out of the scope of this proposal.
- w. If there is an existing OSM (Onsite monitor) computer at site, and it is interfaced with the HMI being upgraded as part of this proposal, the Seller will need to be made aware of this condition. If so, the Seller must then include modification to the HMI to allow for it to interface with OSM computer. The Seller has not included scope/price to interface the HMI with any OSM computer.
- x. If the existing equipment onsite incorporates GE's DLN Remote Tuning option, then the Seller's project manager (for the HMI and Historian project) and the DLN contract manager will need to be made aware of this condition. It is the requirement of the Buyer/End-User to make the Seller aware of this condition at the time the Purchase Order is placed. Support for the DLN tuning application and possible changes to this service may be required.
- y. In an application where a FANUC PLC, whether originally installed by Seller or installed by others, communicates with the Seller's HMI equipment, any upgrades that may be required to these PLC's to allow them to continue to communicate with the new HMIs and Historian being installed are not included in this quote. Please contact your local FANUC PLC representative to discuss if updates will be required to allow communication with the new HMIs and Historian.
- z. Assumes the RSG is a Windows 10 PC.
- aa. Monitors:
 - i. **The HMIs are quoted without a monitor assuming you might reapply your existing monitors. However, Seller does not guarantee that the existing monitors will work with the new HMIs.**
 - ii. The Seller cannot guarantee that Buyer/End-User supplied monitors will function properly. While standard VGA monitors typical will work properly, the Seller can only support those monitors supplied by themselves.
- bb. Printers
 - i. Existing dot matrix printers may be reused for alarm printing, if compatible with Windows 10 OS (see Windows 7/10 64-bit assumption below). New printers may be offered as options.
 - ii. Existing dot matrix printers may require a parallel port to tie to the HMI/Historian.

- iii. The Windows 7/10 64-bit operating system provided with the HMI/Historian products may not be able to interface to some existing devices currently used at site. For example, existing printers may not have Windows 7/10 64-bit compatible drivers to allow them to be used. Researching the existing peripheral devices in use at site to determine if Windows 7/10 64-bit drivers are available for updating these devices is not included in this quotation. The Seller can offer Optional new printers/devices that are compatible with the Windows 7/10 64-bit operating system.
- cc. Screen Format:
 - i. The Seller HMI CIMPLICITY screens are supplied as Widescreen ratio. Therefore, if a non-widescreen monitor is used with the HMI there will be "blank bars" on the top and bottom sides of the screen when displayed. The Seller can provide an optional price to provide monitors that would fill the widescreen presentation.

5.2 Application/ Product Specific Buyer/ End-user Responsibilities

The following represents the Buyer/End-user responsibilities which are specific to the product being supplied by the Seller.

5.2.1 HMI

- a. Site information/data related to the current HMI installation. This data will be required prior to order acknowledgement and prior to the Seller building/designing the new system. This data will also be used to update the Network Topology (4108) drawing associated with this site/installation. The Site data shall include:
 - i. Existing as-running network topology drawings: The Seller assumes that a 4108 Network Topology drawing is available today.
 - ii. Other Network Information; Include any devices, communications and other items that are not shown on the current topology drawings.
 - iii. As Running software (must run software gathering tool). It is important that current data be collected from the equipment to avoid issues with the new equipment not arriving with current control constants, unit software updates or screen updates. The Buyer/End-user is responsible for additional engineering or installation time required to update outdated information after it is originally supplied.
 - iv. If the Buyer/End-user cannot provide the Seller with the above site data, the Seller will be obligated to retrieve the data. All time and related expenses associated with collecting the site information/data will be billed to the Buyer/End-User at actuals, per the Seller's Standard Services Rate Schedule in effect at the time of the work.
- b. Considerations for the purchase of new or additional network switches: The Buyer/End-User will be required to install and verify new Ethernet cabling prior to the arrival of the Seller's field engineer.
- c. Services pricing included assumes all units/machines associated with this HMI upgrade will be offline concurrently.
- d. The Seller's HMI hardware and software package is a tested integrated system. Extensive qualification and verification is performed to ensure 100% compatibility of the components of the HMI core-load and hardware. For warranty and support reasons removal of any of the Seller's provided software or addition of any third-party software packages/hardware packages will result in Seller's inability to properly service and maintain the equipment and thus voids the Seller's warranty on these products.
- e. Network Analysis and Troubleshooting software (Non-Seller supplied software): Network analysis software is permitted to be installed (by the Buyer/End-user) on a Seller supplied computer for network analysis and troubleshooting physical network nodes connected to the Seller's Plant Data Highway, Seller's Unit Data Highway and third party interface protocol communications, e.g., Modbus, IEC-60870, OPC, DNP3, IEC-61850. This permission assumes that this software does not directly interface or disrupt the process of the Seller's turbine/generator control software and associated communication and that it will not interfere with the operation of the Seller's supplied computer in any way. This practice will not void the Seller's software warranty, provided as part of the software license/Addendum, if the malfunction was not caused by the installation of the Network analysis software by the Buyer/End-user.
- f. New HMIs are supplied with sufficient NIC (Network Interface Card) ports to support dual PDH. This does not imply that the new or existing site network is a redundant PDH network.
- g. The current screens and alarms will be copied to the new HMIs. This proposal does not include a change in language or additional screens being added. Significant customization of screens may require additional engineering time and hence a change in pricing.

- h. Existing Network wiring (power, networking, etc.) will be reused unless otherwise indicated. Additional Ethernet cabling or changes to the current design will/may constitute a contract change order and will need to be quoted at the time of the work. All cabling, connections, or installation associated with relocating or networking the HMI operator interface computers, such as hubs or converters, are out of the scope of this proposal.
- i. Our records of the equipment on site may not be complete or accurate. Please review the HMI scopes carefully and select options that you require for your implementation.

5.3 Documentation Related Buyer/End-User Responsibilities

- a. Except where stated herein, all documentation and computer screens will be in English.
- b. Overall project cycle time is dependent upon receipt of current "Site data". It is Buyer/End-user's responsibility to provide the relevant Site Data in a timely manner. Seller's Project Manager will be assigned after receipt of order and will provide instructions for the download and transfer of site data as necessary. Site services to obtain the site data are not included in this offering but can be provided for an additional cost. Site Data includes, but is not limited to, 1) as running software.
- c. If this Site Data is not provided within two weeks upon placement of order, the possibility exists that the hardware/software may be engineered using default, generic data and a delay in delivery and/or an extended startup time may result.
- d. Unless explicitly identified above, Seller is not supplying interconnect wiring or loop diagrams.
- e. This proposal does not include Plant Operation manual updates, or any other site documentation modifications.

6 Commercial

6.1 Price Summary

The price for the offering is Firm Fixed for the scope of work in the proposal.

6.1.1 Base Scope Summary

Description	Price	Currency
HMI Upgrade - 6 Commercial Panel Mount HMIs (17 inch) - 4 Commercial HMIs - Hardware, Software and Engineering - 1 Day SWAT in Longmont, CO or via Skype	\$324,412	USD
Network Switch Upgrade - 11 Simplex Cisco Edge Switches - 1 Cisco Root Switch - 12 Cisco 1000Base -T SFP transceiver module for Cat 5 copper, RJ45 Connector - 30 Cisco 100Base - FX SFP module for 100Mb ports Up to 2Km over MMF w/LC connector - Additional SFPs not included.	\$44,171	USD
Installation Services - 2 Field Engineers on site for 6 days plus 2 Travel days; All Travel and Living Included.	\$65,556	USD
Total Project Price	\$434,139	USD

6.1.2 Optional Scope Summary

ITEM	Description	Price	Currency
1.	Firewall: - Qty 1 FGR60F Firewall - Bypass Mode - 5 year support, engineering, configuration, warranty	\$17,555	USD
2.	Nexus OTArmor Standard - 2 DL380 Servers - 2019 Server OpSys - Rack - 24 inch Monitor - 5 Year Term - Functionality per Bill of Materials Section 3.2 - Installation Services	\$159,126	USD
3.	Cyber Asset Protection (CAP) - 5 Year Term - 10 HMIs covered	\$43,622	USD
4.	Site Data Collection - 1 Field Engineer for 1 day at site and 2 Travel Days; All Travel and Living Included.	\$10,057	USD
5.	4 – 24 inch LED Monitors	\$4,073	USD
6.	Spare 256GB SATA solid state hard drive. For use to replace a hard drive in the Commercial HMI configuration Per Hard Drive	\$924	USD

The above prices are in US dollars, and do not include taxes or duties.

6.1.3 Pricing Limitations and Considerations

- a. Unless otherwise indicated, the prices quoted herein are valid for the delivery of equipment in **2023** and performance of services in **2023**. Delivery of equipment or performance of services in years subsequent to these shall be subject to a price escalation fee equal to 4% per year of the contract price for the undelivered equipment or un-performed services.
- b. Prices quoted are based on the Assumptions and Clarifications as described in the Proposal Basis Section and performed per the Terms and Conditions referenced or provided herein.
- c. Seller reserves the right to review and re-quote this job if there is a discrepancy between this proposal and the purchase order. If Seller receives a specification between the issuance date of this proposal and receipt of the purchase order, Seller reserves the right to re-evaluate this proposal.
- d. Seller will evaluate changes to the specification, drawings, services or existing equipment. Seller will evaluate if these changes constitute a change in the quoted work scope or schedule. Seller will quote the changes and a change order must be received before work is to proceed.
- e. The pricing breakouts outlined in this proposal are for accounting purposes only and are not to be considered as standalone prices.
- f. The prices quoted herein exclude taxes or other regulatory fees.
- g. Travel and Lodging/Living ("T&L") expenses for Site Services are included.

6.2 Schedule

6.2.1 Equipment (Hardware and Software) Schedule

The After Receipt of Order ("ARO") date will be the date that the Seller **acknowledges** the Purchase Order, not the initial date that the Seller receives that PO.

The estimated timescale from acknowledgement of PO/contract to the Delivery (Incoterms) of the equipment is **35 weeks**.

6.2.2 Equipment Schedule Limitations

Delivery dates can vary depending on factory workload and should be confirmed before issue of order. Delays in receiving vital information from the Buyer/End-User or delays in receiving "review" drawings back from the Buyer/End-User will impact the ARO delivery dates. These delays may result in a day for day slip in the delivery schedule or a complete shift the delivery dates indicated herein.

When detailed drawings representing the Buyer/End-user's current (as-running), installed equipment cannot be made available to the Seller, it is critical that the Seller has sufficient time and physical access to the Buyer/End-user's equipment while in a Lock-out/Tag-out condition. This will allow the Seller to take measurements, design, manufacture, and **Field Fit** these portions of the total scope of supply. Some examples of this may include fuel valve/actuator/solenoid mounting plates, blanking plates, speed probe brackets, etc.

Seller's proposed schedule with milestone dates will be presented at the Project Kick-Off Meeting. This project schedule will illustrate the various activities from purchase order/contract receipt, through design, manufacture, testing, shipment and site services (if in work scope).

The overall price and cycle quoted herein requires full cooperation between the Seller and the Buyer/End-User, and adherence to key milestones dates specified as part of a project implementation plan. The specific milestone dates will normally be set during the Project kick-off meeting and will normally include, but may not be limited to, the following key project control points.

- a. Project Kick-Off Meeting (Buyer/End-user and Seller)
- b. Site survey and/or supply of applicable site data (Buyer/End-user and Seller)
 - i. Site data (Buyer/End-user)
 - ii. Drawings and documentation (Buyer/End-user)
 - iii. Logistics Data (Buyer/End-user and Seller)
- c. Drawing submittals (Seller)
- d. Design review and approval (Buyer/End-user)
- e. Design freeze (Buyer/End-user and Seller)
- f. Factory acceptance test/Buyer witness test (Buyer/End-user and Seller)
- g. Supply of documentation for shipment (Buyer/End-user)

- h. Support commissioning, start-up, site acceptance testing and handoff (Buyer/End-user and Seller)
- i. Delivery of documentation (Seller)

Unless otherwise agreed upon in advance, the work shall be executed in an uninterrupted and sequential fashion. If the work is interrupted by or for the convenience of the Buyer/End-user, or cannot be performed according to the schedule, the Seller has the right to submit a change order for incremental charges (for example multiple site trips or additional design review cycles, etc.). The Buyer/End-user shall be provided drawings of sufficient quality and thoroughness early in the project and be given one review cycle, to submit comments and request changes. The review cycle is typically three weeks long but depends on the project schedule and will be reviewed and agreed upon at the Kick Off Meeting. After the review cycle the design will be considered frozen and the cost and schedule impact of requested changes will increase.

6.2.3 Site Services Schedule Limitations

The Seller's Services Schedule is based on the following:

- a. Seller's Holidays, standby time or second/night shift work are not included, unless indicated otherwise.
- b. The Seller's onsite time includes **up to a maximum of two (2) hours** of site access/safety orientation training for the Seller's personnel. Site safety or access training which exceeds this allotment will be billed to the Buyer/End-User, as a change order, per the Seller's Standard Services Rate Schedule Tier 5 (Critical Services Rates) in effect at the time of the work.
- c. Assumes work scope can be accomplished in an uninterrupted and sequential fashion per the agreed upon schedule.
- d. The Seller has included a fixed quantity of onsite time (and trip/s to site) to perform the site services work. These fixed quantities are based on the Seller's past experience for similar Work scope and installations on similar equipment and recognizes the Buyer/End-User's outage schedule.
- e. Additional trips or onsite time not specifically identified i) above, ii) in this proposal or iii) not agreed to between the parties, prior to providing the additional services, will be billed to the Buyer/End-User, as a change order to the contract/purchase order, per the Seller's Standard Services Rate Schedule Tier 5 (Critical Services Rates) in effect at the time of the work
- f. Delays in the performance of work beyond the reasonable control of Seller, or delays caused by acts of the Buyer or prerequisite work by others, shall entitle Seller to an adjustment of time and price for completion of its work and expenses resulting therefrom.
- g. To ensure safe and alert personnel, the Seller's EHS policy requires a rest period of 36 consecutive hours every 19 days. As such, Seller's schedule will implement one rest day for all personnel on site, at a minimum 19-day interval. By adding a lay-over day, our base offering does not include extra personnel for the rest period; safety is always a priority with both Seller and our Buyer/End-users. Seller can accommodate alternative schedules by adding personnel to site, these alternate schedules will be billed as an extra charge using the mutually agreed to change order process.
- h. The Seller will provide a field engineer to perform the following related to the HMI upgrade. These tasks will be performed on a per HMI basis;
 - HMI Client setup
 - Power up verification
 - Software installation, setup and verification
- i. In general, the Seller includes one (1) each ten (10) hour work day per HMI for the onsite work. A week at site is defined as Monday – Saturday on non-Holiday weeks. Additionally, the Seller includes two (2) each eight (8) hour days for travel to/from the jobsite. For projects with up to four (4) expected days at site the Seller will travel to site on Monday, start performing the services on Tuesday and travel home on or before Saturday. Sites/installations with greater than six (6) days at site or five (5) days if not working Saturdays will result in carry-over time for the non-worked weekend. Carry-over time is included in the pricing.

6.3 Delivery, Title Transfer, and Risk of Loss

6.3.1 Equipment and Engineering

Seller shall deliver Products to Buyer FCA Seller's Factory (Incoterms 2010). Title and Risk of loss shall pass to Buyer at Delivery.

6.4 Payment Terms

Our Firm Fixed Proposal is based upon the following invoicing schedule and terms:

- Payment Terms are **Net 30 days**
- Pricing is in United States Dollars (USD)
- Please send your remittances to Remit@bakerhughes.com
- As the Seller would like to make doing business easier, please take advantage of our Wire Transfer or ACH payment options by remitting payment using the following instructions:

Account Name: Nexus Controls LLC

Account Number: 352846304

Bank Name: J.P. Morgan Chase Bank N.A.

Bank Address: 1 Chase Manhattan Plaza, New York, United States, 10005

ACH routing: 021000021

Wire routing: 021000021

SWIFT: CHASUS33

Please note that check payments are no longer accepted.

6.4.1 Invoicing Schedule

Our proposal is based upon the following invoicing schedule:

Invoicing Milestone	Invoice Amount
Seller's Acknowledgement of PO	30%
Shipment of Equipment	60%
Services De-Mobilization	10%
Total	100%

6.4.2 Termination Schedule

For Contracts not utilizing the Seller's standard Termination Article, the following termination for convenience table shall apply:

Weeks from order date:	% of Contract Price
< 2	20%
< 6	60%
< 8	85%
> 8	100%

6.5 Terms and Conditions

This quotation is an offer to sell between the Buyer and Seller, and subject to the terms and conditions listed below, which by reference are incorporated herein. To the extent there are conflicts or inconsistencies between this set of Terms and Conditions and the preceding information provided in this document, the preceding information shall prevail.

- a. Baker Hughes Company Terms & Conditions for Sale/Licensing of Products, Parts, and/or Services – Digital Solutions.
- b. Baker Hughes Company Software License and Security Addendum to Terms & Conditions for Sale/Licensing of Products, Parts, and/or Services – Digital Solutions.

Considering the unprecedented volatility in the electronic and commodities markets, should one or more critical items included in the scope of supply be adversely and materially affected by market conditions at the time of the Buyer purchase order to Seller (e.g. sudden unavailability or significant increase in procurement lead time, etc...), Seller shall notify the Buyer of the expected impacts on the job in execution and the Parties shall meet and agree a reasonable adjustment of contract price and delivery time.

Notwithstanding anything else, Seller shall not have any liability for delays resulting directly from governmental actions, supply chain shortages, or any other consequences attributable to the widespread impact of the pandemic known as Covid-19 or other similar strains or Coronavirus pandemics.

Seller will generally consider the following precedence for any quotation, Contract or set of Terms and Conditions documents in resolving any conflict, error, or discrepancy:

- a. Fully executed Change Orders or contract Amendments
- b. Seller's terms and conditions
- c. Seller's quotation document
- d. Buyer's Specification/bid document
- e. Buyer's purchase order

6.6 Purchase Order Address Details

This proposal/quotation is contingent on the full disclosure of the End User location, before the acceptance of any Purchase Order. Seller will issue Acknowledgement to Buyer Purchase order within seven (7) business days from receipt of 'acceptable' Purchase order. The execution period of this contract starts from Seller's Order Acknowledgement date.

Upon the Buyer's decision to submit a purchase order, please address the Purchase order to the following Seller's Legal Entity:

NEXUS CONTROLS LLC
1800 Nelson Rd
LONGMONT
CO, 80501-6324, UNITED STATES
Attn: David Nierman

- a. Purchase Order must conform to and reference this document.
- b. Deviations between the Buyer's Purchase Order and that proposed in this document, including i) Scope of work, ii) Price or iii) Schedule/s, or iv) Terms and Conditions may cause delays or non-acceptance of Purchase Order.
- c. Please provide a physical address for invoice delivery.

6.7 Validity

This Proposal is valid for **90 days** from date of issue. It may be modified or withdrawn at any time by the Seller prior to receipt of Buyer's acceptance. Upon written notice to Buyer, this Proposal may be assigned, transferred, or novated by Seller in connection with a merger, consolidation, or sale of all or substantially all of Seller's assets to which this Proposal relates.

7 Appendices

7.1 Baker Hughes LLC Terms and Conditions

The following Terms and Conditions shall apply for this quote/contract document.

GENERAL TERMS & CONDITIONS FOR SALE/LICENSING OF PRODUCTS, PARTS, AND/OR SERVICES – **DIGITAL SOLUTIONS**

NOTICE: Any sale/licensing of Products, Parts, and/or Services by Seller to Buyer is subject to and expressly made conditional on these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and shall not be binding upon Seller unless expressly accepted in writing by Seller's authorized representative. Any order for Products, Parts, and/or Services shall constitute acceptance of these Terms and Conditions.

1. DEFINITIONS – Capitalized terms not otherwise defined herein shall have the meanings set forth below. The following terms are applicable to both the singular and the plural and shall mean:

"Affiliate" means for either party an entity (including without limitation any individual, corporation, partnership, limited liability company, association, or trust) that directly or indirectly controls, is controlled by, or is under common control with, such party. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means: (a) ownership, directly or indirectly, of 50% or more of voting shares of the subject entity; or (b) the right to appoint a majority of the board of directors of the subject entity.

"Applicable Data Protection Laws" means all data protection laws and regulations that apply to this Contract including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). For the purposes of this Contract the words "controller", "data subject", "personal data", "personal data breach", "processing", "processor" have the meanings given in the Applicable Data Protection Laws.

"Applicable Law" means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, interpretation, treaty, judgment, or legislative or administrative action of a competent governmental authority, which applies to the sale or provision of Products, Parts, and/or Services.

"Buyer" means the entity, its successors and permitted assigns purchasing any Products, Parts, and/or Services and/or licensing software from Seller.

"Buyer Taxes" means all existing and future taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, storage, tariffs, transfer, turnover, value-added taxes ("VAT"), or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed or assessed by any governmental authority in connection with the execution of the Contract or performance of or payment for work hereunder, but excluding Seller Taxes.

"Claims" means any and all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, and expenses (including, without limitation, attorneys' fees and litigation costs) of any kind or character.

"Consequential Loss" means, whether direct or indirect, whether or not foreseeable at the time of entering into the Contract or at the time of commencing performance, and any loss, delay or interruption of business, profits, revenue, production or opportunity; loss of product, use, or equipment; standby time; rig, vessel, or other facility or equipment downtime; cost of capital; cost of substitute goods, equipment, software, facilities, services, or replacement power; overhead; loss of data; loss of goodwill; any special, punitive, exemplary, incidental, and/or consequential damages or losses; and/or claims of a party's customers for any of the above losses, costs, or damages.

"Contract" means either the contract agreement signed by both parties or the purchase order signed by Buyer and expressly accepted by Seller in writing, together with these Terms and Conditions, addendums to these Terms and Conditions and any other documents incorporated by reference, Seller's Proposal, and any agreed scope of work for the sale of Products, Parts, and/or Services, and/or licensing of software.

"Contract Price" means the aggregate amount to be paid by Buyer to Seller for the purchase of Products, Parts, and/or Services, and/or licensing of software, including but not limited to any amounts to be paid by Buyer to Seller for the license of software, as stated in the Contract, and any agreed adjustments to the same.

"Delivery" means when the Products/Parts have been delivered according to Article 2.1 of these Terms and Conditions or as provided in the Software Addendum. "Deliver" and "Delivered" shall be construed accordingly.

"Derivative Works" means: (a) any work based upon one or more pre-existing works, including, but not limited to, a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement, and/or (b) any compilation that incorporates such pre-existing works. For software, Documentation, and third-party software, Derivative Works also includes any and all corrections, bug fixes, and updates to the (i) software, (ii) Documentation, (iii) third-party software, and (iv) Derivative Works.

"Documentation" means all product manuals, technical specifications, and user instructions regarding the capabilities, operation, installation, and use of the Products, Part, Services, software and/or third-party software, whether in printed, on-line, or electronic form (except training materials), as may be made available or updated by Seller from time to time.

"EU Model Clauses" means the Standard Contractual Clauses (SCC) for data transfers from data controllers in the EU to data controllers established outside the EU or European Economic Area (EEA) (decisions 2001/497/EC, 2004/915/EC) and for data transfers from controllers in the EU to processors established outside the EU or EEA (decision 2010/87/EU) as published by the European Commission on the Europa website.

"Group" means with respect to either party, such party (either Buyer or Seller, as applicable), as well as its Affiliates, and in connection with the project to which the Products, Parts, and/or Services relate, its joint venture partners, joint interest owners, co-lessees, consortium members, and/or other partners, and, in respect of Buyer only, the Site owner, end user, and/or Site operator; and for all of the above, also its and their contractors and subcontractors of any tier in connection with said project, as well as the shareholders, officers, directors, employees, invitees, agents, and consultants of all of the foregoing. "Buyer Group" and "Seller Group" shall be construed accordingly. Seller Group does not include any member of Buyer Group; Buyer Group does not include any member of Seller Group.

"Hazardous Materials" means any chemical, substance, material, waste, or emission defined, classified, or regulated as hazardous or toxic, or as a pollutant, contaminant, or threat or potential threat to human health, safety, or the environment under Applicable Law, including but not limited to naturally occurring radioactive material, hydrocarbons, asbestos, lead, hydrogen sulphide, or polychlorinated hydrocarbons, including biphenyls and biphenols.

"Indemnify" means release, defend, indemnify, and hold harmless.

"Parts" means the spare or repaired parts required in relation to the Product, identified by Seller in the Contract.

"Products" means all equipment, materials, supplies, software, third-party software, products, and other goods (excluding Parts) sold, leased, or licensed under the Contract, as applicable.

"Proposal" means Seller's formal written offer to provide Products, Parts, and/or Services, and any mutually agreed written amendments thereto.

"REGARDLESS OF CAUSE OR ACTION" MEANS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW), REGARDLESS OF: CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE, STRICT OR ABSOLUTE LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY PERSON, INCLUDING OF THE INDEMNIFIED PERSON, UNSEAWORTHINESS OF ANY VESSEL, AND/OR ANY DEFECT IN ANY PREMISES/VESSEL; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE DAMAGES, LIABILITIES, OR CLAIMS OF ANY KIND RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL, OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE.

"Seller" means the named Baker Hughes Company entity signing the Contract and its successors and permitted assigns.

"Seller Taxes" means all corporate income taxes imposed on Seller and any taxes imposed on Seller's employees in connection with the execution of the Contract or the performance of or payment for work hereunder by Applicable Law.

"Services" means all the services, including, without limitation, technical assistance and guidance, training, repairs, hosted services, and remote diagnostics, to be provided by Seller under the Contract.

"Site" means the premises where Parts or Products are used or meant to be used and/or Services are performed or meant to be performed, not including any Seller Group's premises.

"Software Addendum" means the Software License and Security Addendum attached to these Terms and Conditions, which is incorporated herein by reference and made a part hereof.

2. DELIVERY, TRANSFER OF TITLE & RISK, STORAGE

2.1. Unless otherwise provided in the Contract and in accordance with Incoterms 2020: (a) for all shipments where the Seller is arranging transportation (for all modes), Seller shall deliver the Products/Parts CPT - carriage paid to named place of destination (risk of loss transfers at location where goods are loaded on the first means of transport); (b) for shipments where Buyer is arranging transportation: (i) via ocean/sea from port of export; Seller shall deliver Products/Parts to Buyer FOB at specified port of export (Buyer's Service Provider / Freight Forwarder shall provide the Seller a copy of the shipment Bill of Lading ("BOL"), and (ii) for all other, FCA seller's facility or named place (Buyer's Service Provider/Freight Forwarder shall provide the Seller a copy of the shipment BOL). The "Delivery Date" for any item of the Products/Parts is defined as the date on which such item is Delivered in accordance with this Article 2.1 or, for software, in accordance with the Software Addendum. Partial Delivery and Delivery in advance of the Delivery schedule shall be permitted, unless the Contract states otherwise.

2.2. Subject to Article 2.3, title and risk of loss to Products and/or Parts shall pass upon Delivery as provided in Article 2.1, with the exception that title and risk of loss to: (a) Products and/or Parts shipped from the United States of America ("U.S.") shall pass from Seller to Buyer immediately after each item departs from the U.S. territorial land, seas, and overlying airspace, which the parties acknowledge extend to twelve (12) nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea; and (b) Products and/or Parts to be shipped to a Delivery destination directly from countries different from Seller's country of formation (drop shipment), shall pass immediately after each item departs from the territorial land, seas, and overlying airspace of the sending country. For the avoidance of doubt, and notwithstanding anything to the contrary herein: (a) Seller or its relevant Group member shall retain title to any equipment leased to Buyer Group; and (b) Seller or its relevant Group member or

third-party licensor shall retain title to any software, Documentation, and third-party software furnished by Seller Group to Buyer Group. No title to the software, Documentation, or third-party software, including any software embedded in or included with Products, is transferred to Buyer Group. Any software, Documentation, and third-party software provided under the Contract is licensed pursuant to the Software Addendum and is not sold.

2.3. If any of the Products and/or Parts cannot be shipped to Buyer in accordance with the agreed upon Delivery terms due to any cause not attributable to Seller Group, upon written notice to Buyer, Seller may store the Products and/or Parts or ship them to an outside storage facility, in which case: (i) any amounts otherwise payable to Seller upon Delivery or shipment shall become payable upon presentation of a certification specifying the cause and place of storage (any payment security shall allow payments upon presentation of notice to storage instead of transport documents); (ii) all and any expenses incurred by Seller Group, including for the preparation and placement into storage, transportation, insurance, handling, inspection, preservation, removal charges, interest, and any VAT or other taxes imposed directly or indirectly under Applicable Law shall be reimbursed or paid by Buyer immediately upon submission of Seller's invoice(s); and (iii) when reasonably possible and upon payment of all amounts due hereunder, but no later than the lesser of (a) the statutory period provided to receive VAT or similar tax export or discharge exemption, or (b) sixty (60) days, Seller shall be entitled to resume Delivery of the Products and/or Parts to the agreed point of Delivery as provided in Article 2.1. Title and risk of loss to Products and/or Parts shall pass as provided in Article 2.2. The terms of this Article 2.3 shall apply also in the event any Buyer equipment repaired at Seller Group's facilities cannot be shipped due to any cause not attributable to Seller Group, or received by Buyer for any reason in accordance with the agreed upon terms, provided that, in the case of Buyer equipment to be repaired at Seller Group's facilities, Buyer shall retain title to, and risk of loss for, any such equipment at all times.

3. EXCUSABLE DELAYS

3.1. Neither party shall be liable to the other for nor considered in breach or default of its obligations under the Contract to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted party's reasonable control, including but not limited to: (a) natural or man-made disasters, acts of God, acts or omissions of governmental authorities, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, serious risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, pandemics, epidemics, quarantines, regional, national or international calamities, civil unrest, riot, severe delay in transportation, severe car shortage, or inability to obtain necessary materials, components or services; (b) in the case of Seller, acts or omissions of Buyer Group, including failure to timely provide Seller Group with any access, information, tools, material, and approvals necessary to permit Seller Group to timely perform the required activities, and including, without limitation, unknown physical conditions at the Site of an unusual nature and differing materially from those ordinarily encountered and generally recognized as occurring in the work of the character provided for in the Contract. The impacted party shall promptly notify the other party in the event of a delay under this Article 3. The Delivery or performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. If Seller is delayed by acts or omissions of Buyer Group, or by the prerequisite work of Buyer's other contractors, Seller shall also be entitled to an equitable price adjustment. Under no circumstances shall Buyer's payment obligation be deemed excusable under this Article 3.

3.2. If a delay excused by this Article 3 extends for more than 90 days and the parties have not agreed upon a revised basis for resuming work, including an equitable price adjustment, then either party (except where such delay is caused by Buyer Group,



in which event only Seller), upon 30 days' written notice may terminate the Contract with respect to the unexecuted portion of the work. In the event of a delay under Article 3.1(b), the terms of Article 10.2 shall apply in full. In the event of a delay under Article 3.1(a), Buyer shall pay Seller the pro-rated Contract Price for all work performed before the effective date of termination.

4. LIMITED WARRANTY

4.1. Subject to the limitations set forth in the Contract and in this Article 4, and except with regard to the warranties set forth in the relevant Addendum, Seller warrants to Buyer that: (i) the Products and/or Parts shall be Delivered free from defects in material, workmanship and title; and (ii) the Services shall be performed in a competent and diligent manner in accordance with any mutually agreed specifications. Unless Seller expressly agrees otherwise in writing and except for Products/Parts provided by Seller's Affiliates, any Parts not manufactured by Seller (including incidental materials and consumables used in the Services) shall carry only the warranty provided by the original manufacturers, and Seller gives no warranty for such Parts.

4.2. Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows:

(i) for Products and Parts (except software): (a) as set forth in the table below, or (b) if not in the table, the Warranty Period ends the earlier of one (1) year from first use or eighteen (18) months from shipment:

Products & Parts Warranty Period Table (excluding software)	
Product Line	Warranty Period Ends
Bently Nevada	36 months from shipment
Druck	12 months from shipment
Nexus Controls	Per Article 4.2(i)(b)
Panametrics	Per Article 4.2(i)(b)
Reuter-Stokes	Per Article 4.2(i)(b)
Waygate Technologies	12 months from shipment

(ii) for all Services, including without limitation Software Services and Repair Services: Warranty Period ends ninety (90) days from performance or completion of Services, with the following exceptions:

- (a) Training Services (all Product Lines): Warranty Period ends on the date of training completion;
- (b) Nexus Controls Parts Repair Services: Warranty Period ends twenty-four (24) months from completion of repair;
- (c) Panametrics Moisture Probe Calibrations: Warranty Period ends six (6) months from calibration date;
- (d) Bently Nevada and Nexus Controls Services (but excluding Training, Repair, and Software Services): Warranty Period ends twelve (12) months from date of performance of Services.

4.3. If Products, Parts, or Services do not meet the above warranties during the applicable Warranty Period, Seller's sole and exclusive liability shall be to either re-perform the defective Services, or repair or replace the defective component of the Products/Parts, as applicable, at Seller's option, provided that Seller shall not be obligated to re-perform the defective Services, or repair or replace the defective component of the Products or Parts, as applicable, unless Buyer informs Seller in writing within fifteen (15) days of discovery of such defects. Warranty repair, replacement, or re-performance by Seller shall not extend or renew the applicable Warranty Period. If despite Seller's reasonable efforts, a non-conforming Product or Part cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products, Parts, and/or Services. Seller Group shall under no circumstances be liable for defects that arise or are discovered after expiration of the Warranty Period.

4.4. Seller shall not be liable for accessing, retrieving, removing, or decontaminating defective Products or Parts, or for reinstalling repaired or replacement Products or Parts, or for any costs, damages, or losses incurred in connection with any of the above operations. If repair Services are to be performed on Buyer's

equipment at a Seller Group's facility, Buyer shall be responsible for transporting the equipment to and from Seller Group's facility and Buyer shall retain title and risk of loss at all times. Buyer shall be responsible for all customs formalities, costs, duties and taxes connected with any export to Seller or import of goods sent back to Buyer. Failure to meet any such conditions renders the warranty null and void.

4.5. Seller does not warrant the Products, Parts, or any repaired or replacement item against normal wear and tear. The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use, operation, maintenance of the Products/Parts, and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Seller Group; (ii) Buyer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Seller access to those records; and (iii) repair or modification only as performed by Seller or when authorized by Seller in writing. FAILURE TO MEET ANY CONDITIONS IN THIS ARTICLE 4.5 RENDERS THE WARRANTY PROVIDED BY SELLER NULL AND VOID.

4.6. THE REMEDIES SET FORTH IN THIS ARTICLE 4 (EXCEPT WITH REGARD TO SOFTWARE, FOR WHICH REMEDIES ARE SET FORTH IN The Software Addendum) CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, OR ANY DEFECT, OR NON CONFORMITY IN, THE PRODUCTS, PARTS, OR SERVICES, REGARDLESS OF WHEN THE FAILURE, DEFECT, OR NON CONFORMITY ARISES AND REGARDLESS OF CAUSE OR ACTION. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS ARTICLE 4 AND The Software Addendum ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5. INSPECTION AND FACTORY TESTS – The quality control exercised by Seller in its manufacture of Products and Parts shall be in accordance with Seller's normal quality control policies, procedures, and practices. Unless otherwise expressly agreed in the Contract, Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products and/or Parts, as applicable, but only if such witnessing can be arranged without delaying the work. Access to Seller Group's premises shall be limited to areas directly concerned with the Products and/or Parts, as applicable, excluding in all cases areas where work of a proprietary or confidential nature is conducted.

6. CHANGES – Each party may at any time propose changes in the schedule or scope of Parts, Products, or Services in the form of a draft change order. Neither party is obligated to proceed with the changed schedule or scope until both parties agree to such change in writing. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's then-current time and material rates.

7. PAYMENT

7.1. Buyer shall pay Seller all invoiced amounts against one or more irrevocable, unconditional, letters of credit payable at sight ("Payment Security"), without any set-off, and in the currency agreed in the Contract. If not agreed in the Contract, payment shall be made in the currency set forth in the Proposal on 30-day terms from the date of the relevant invoice. Payment milestones, if any, shall be as agreed in the Contract.

7.2. In addition to other Contract remedies, Buyer shall pay interest to Seller at the rate of 1.5% per month (or fraction thereof), not to exceed the lesser of 18% per annum or the maximum amount permitted by Applicable Law, on all amounts not timely paid in accordance with the Contract.

7.3. Each Payment Security shall be irrevocable and unconditional, and allow for *pro-rata* payments for partial Deliveries, other charges (e.g., storage, export shipments, cancellations, and adjustments), and all other payments due to Seller under the Contract. Each Payment Security shall be: (i)



issued or confirmed by a primary international bank that is reasonably acceptable to Seller; (ii) payable at the counters of such bank; (iii) opened thirty (30) days from the Contract effective date; and (iv) remain in effect until the latest of ninety (90) days after the latest scheduled Products and/or Parts shipment, or completion of Services, or receipt by Seller of final payment. Buyer shall make relevant adjustments in the Payment Security (including increasing amounts or validity period and including in accordance with the changes agreed in the Contract) as required to fulfill its payment obligations under the Contract, within fifteen (15) business days of Seller's notification that such adjustment is necessary. Seller will not have an obligation to begin performance until the Payment Security, or the required adjustment thereof, has become operative.

8. TAXES AND DUTIES

8.1. Seller shall be responsible for and shall pay when due and payable all Seller Taxes, and Buyer shall be responsible for and shall pay all Buyer Taxes. The Contract Price does not include any Buyer Taxes. Therefore, if any such taxes are applicable, they will be added to the Contract Price. For U.S. sales and use tax, and in other jurisdictions where applicable, Buyer may report/remit sales or similar taxes directly if Buyer timely provides a direct pay or exemption certificate to Seller.

8.2. If Applicable Laws, other than for Seller's country of incorporation, require the Contract to be subject to stamp duty, fee, or registration, Buyer shall be responsible for the required formalities and bear the related costs. Buyer shall furnish to Seller a copy of the registration certificate or a registered copy of the Contract within ten (10) days from the due date required by said Applicable Laws to register or pay for such stamp duty, fee, or registration. According to the Applicable Laws of the country in which Buyer has requested Seller to provide Services, Seller may be required to be registered locally, in which case Seller shall perform the Services and invoice for them with the intervention of its relevant branch and/or permanent establishment.

8.3. If Buyer is required to deduct or withhold any Seller Taxes from the Contract Price, Buyer shall: (a) give at least thirty (30) days prior written notice to Seller that Buyer intends to withhold; (b) make all reasonable efforts to minimize any withholding tax from payments to Seller, in accordance with Applicable Laws, and any applicable tax convention; and (c) provide Seller, within thirty (30) days from payment, the official receipt issued by the competent government authority to which the Seller Taxes have been paid, or a document acceptable to the relevant tax authorities. If Buyer requires tax residence certificates from Seller to apply for any exempted or reduced tax regime, Seller shall submit the appropriate certificates upon Buyer's written request. If Buyer, under the Applicable Laws of any country other than Seller's country of incorporation or in which Seller has a branch, deducts or withholds Seller Taxes or fails to comply with the requirements of this Article 8.3, Buyer shall pay additional amounts to Seller so Seller receives the full amount of the Contract Price, as if no such Seller Taxes were deducted or withheld.

8.4. If Buyer benefits from any tax, fee, or duty exemption which is applicable to Seller or Seller Group, Buyer agrees to provide Seller (without charge and before the following as applicable: (a) entering into the Contract, (b) invoicing, or (c) any other relevant event) documentation acceptable to the competent tax or customs authorities supporting the exemption, together with instructions on the exemption procedure. Buyer shall promptly inform Seller in writing about the revocation, expiration, or other change of the exemption. If Seller is denied the exemption due to a failure of the Buyer, Seller shall be entitled to invoice and Buyer shall pay promptly the applicable taxes, fees, duties, fines, penalties, interest, and court costs.

8.5. When Buyer arranges the export or intra-European Union ("EU") community shipment, Buyer will provide to Seller, free of charge, evidence that such exportation or intra EU community shipment was made within the statutory deadlines of the country of exportation or dispatch as required to qualify for a VAT, sales

tax, or similar tax export exemption. Such evidence must be in a form that is acceptable to the competent tax and customs authorities. Failing the above, Seller shall be entitled to invoice Buyer the applicable VAT, U.S. sales and use tax, or similar taxes. When Buyer arranges the transport and importation of Products and/or Parts, Buyer will provide, within thirty (30) days of Seller's request, documentation for such Buyer's transport and import and similar documents as required by the relevant tax authorities.

8.6. If either party does not comply with the tax legislation of the country where Products and/or Parts are manufactured or Delivered, or Services are rendered, such party ("Faulty Party") hereby agrees to Indemnify the other party ("Affected Party") for any Claims, cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which the Affected Party suffers as a result of Faulty Party's noncompliance. Buyer and Seller shall make commercially reasonable efforts to cooperate with each other to minimize the tax liability of any of the parties, to the extent legally permissible (but with no obligation to increase such party's tax liability), including separately stating taxable charges on Seller's invoices and supplying resale and exemption certificates, if applicable, and any other non-confidential information as reasonably requested.

8.7. Buyer warrants, represents and undertakes for itself and on behalf of Buyer Group, that neither Buyer nor any member of Buyer Group shall: (i) engage in any activity, practice or conduct which would constitute either a UK or a foreign tax evasion facilitation offence under Part 3 of the Criminal Finances Act 2017 (the "Act") and any associated guidance notes issued or similar legislation introduced elsewhere; (ii) have and shall maintain in place throughout the term of the Contract, such policies and procedures that are both reasonable to prevent the facilitation of tax evasion by any associated person as defined in the Act, and to require compliance with this Article 8.7; and (iii) promptly report to Seller any request or demand from a third party to facilitate evasion of tax within the meaning of Part 3 of the Act, in connection with the performance of the Contract. Where reasonable evidence is obtained that there has been a breach of this Article 8.7, Seller shall have the right, with no less than thirty (30) days prior written notice, to request the relevant records of the Buyer which relate directly to the Contract to enable the Seller to confirm whether a breach has occurred. If a breach of this Article 8.7 is subsequently confirmed, this shall be considered a material breach and Seller shall have the right to terminate the Contract.

9. ASSIGNMENT, NOVATION & SUBCONTRACTING – Buyer may assign or novate the Contract, in full or in part, including through change of ownership, only with the prior written consent of Seller, which consent shall not be unreasonably delayed or withheld, provided that Seller shall be entitled to withhold such consent for demonstrable reasons if the assignee/novatee lacks adequate financial capability, is a competitor or potential competitor of Seller or its Affiliates, causes Seller Group to be in breach of Applicable Law, and/or does not meet Seller's code of ethics. Seller may assign or novate the Contract, in full or in part, only with prior written consent of Buyer, which consent shall not be unreasonably delayed or withheld, provided that Seller may, without Buyer's consent assign or novate the Contract, in full or in part, to one or more Affiliates of Seller. The parties agree to execute such documents as may be necessary to effect the permitted assignments or novations. In the event of a novation or assignment by Buyer, Buyer shall cause the novatee/assignee to provide additional payment security at Seller's reasonable request. Any assignment or novation in violation of the above shall be void and without effect for the other party. Nothing herein shall restrict Seller from subcontracting portions of its work, provided that Seller remains responsible to Buyer for performance of such work.

10. TERMINATION AND SUSPENSION

10.1. Either party may terminate the Contract for default if: (a) any proceeding is brought against the other party, voluntarily or involuntarily, under applicable bankruptcy or insolvency laws, or if the other party is unable to pay its debts when due, to the



extent permitted by Applicable Law; or (b) the other party commits a material breach of the Contract, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from the non-breaching party, or if it is not possible to cure such breach within thirty (30) days, fails to commence to cure the breach within thirty (30) days of such notice or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible. In the event of a termination by Buyer under this Article 10.1, Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete such terminated scope; and Buyer shall pay to Seller the portion of the Contract Price allocable to Products/Parts purchased and/or completed, and amounts for Services performed, before the effective date of termination. Said amounts shall be calculated using the applicable Contract rates, or in the absence of such rates, at Seller's then-current standard time and material rates. In the event there are agreed-upon Contract milestones, said amounts shall be calculated according to the milestone schedule for completed milestones, and the Contract rates for work toward milestones not yet achieved.

10.2. The terms set forth in this Article 10.2 shall not apply if the Contract is for provision of software or third-party software. Buyer may terminate the Contract (even in part) upon twenty (20) days prior written notice for reasons other than those set forth in Article 10.1. If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Article 10.1, Buyer shall pay Seller in accordance with the cancellation/termination schedule set forth in the Contract. Where no cancellation/termination schedule exists, Buyer shall pay Seller: (a) for Contracts based on milestone billing, the amount due in accordance with the milestone schedule (for completed milestones) and 15% of the Contract Price applicable to all other uncompleted milestones; or (b) for Contracts not based on milestone billing, the pro-rated Contract Price for all work performed before the effective date of termination, plus 15% of the Contract Price applicable to all other work that has not been performed; the amount due for Service work shall be in accordance with Seller's then-current standard time and material rates. In addition to both (a) and (b), Buyer shall also pay Seller all costs and expenses incurred by Seller as a direct result of the termination, including the costs associated with vendor disputes or Claims. The parties acknowledge and agree that the liquidated damages set forth in this Article 10.2 are a reasonable estimate of the damages that would result from any such early termination, that actual damages would be difficult to ascertain, and that the liquidated damages are an alternative to performance and not a penalty.

10.3. If Buyer fails to pay any outstanding undisputed invoice as set forth in the Contract or fails to issue the Payment Security within the time agreed, Seller may provide notice to Buyer of its intent to suspend performance and Delivery and/or terminate the Contract. If Buyer fails to make payment or issue Payment Security within thirty (30) days of such notice, Seller may suspend performance and Delivery and/or terminate the Contract. Any cost incurred by Seller as a result of such suspension or termination (including storage, stand-by costs, demobilization, and re-mobilization costs) shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's failure to meet its payment obligations, plus such additional time as may be reasonably necessary to overcome the effect of such payment delay.

10.4. With a twenty (20) day written prior notice, Buyer may elect to suspend performance of the Contract for a maximum cumulative period of ninety (90) days, after which Seller may terminate the Contract and Article 10.2 shall apply. In the event of suspension under this Article 10.4, Buyer shall also pay all reasonable expenses incurred by Seller in connection with the suspension, including without limitation, expenses for repossession, fee collection, stand-by costs, demobilization /remobilization, and costs of storage. The schedule for Seller's

obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

11. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

11.1. The Contract Price is based on Seller Group's design, manufacture, testing, and Delivery of the Products, Parts, and Services pursuant to: (i) its design criteria, manufacturing processes, and procedures and quality assurance program; (ii) those portions of industry specifications, codes, and standards in effect as of the date of entering into the Contract as are specified in the Contract; (iii) Applicable Law; and (iv) any mutually agreed upon written terms and specifications set forth in the Contract.

11.2. Notwithstanding any other provision of the Contract, the parties shall at all times comply with all Applicable Law in the performance of the Contract, except for Seller to the extent that such compliance is penalized under or otherwise violates the laws of the U.S. or EU.

11.3. The Contract Price, Delivery and performance dates and any performance guarantees are based upon the terms of the Contract and Applicable Laws, standards, and regulations in effect on the date of Seller's proposal or quotation and will be equitably adjusted to reflect additional costs or obligations incurred by Seller Group resulting from any change in, or change in interpretation of, the Contract terms as proposed by Seller, Applicable Laws, or Buyer's or Site owner's cyber policies and procedures agreed by Seller in writing after the date of Seller's proposal or quotation. In the event any such change prevents Seller Group from executing its obligations without breaching Applicable Law or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall also have the right to withdraw the Proposal or terminate the Contract without any liability.

11.4. Unless otherwise agreed in the Contract, Seller shall be responsible for timely obtaining the permits, licenses, and authorizations required for Seller Group to meet the requirements of the Contract, except that Buyer shall be responsible for timely obtaining any required permits, licenses, and authorizations that can only be obtained by Buyer Group. Buyer and Seller shall provide each other reasonable assistance in obtaining such required authorizations.

11.5. Buyer agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure Products, Parts, and technology provided by Seller under the Contract are not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Buyer shall not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under the Contract to: (a) any country or region comprehensively sanctioned by the U.S. government, including for the purposes of the Contract, North Korea, Iran, Cuba, Syria and the Crimea region or to a resident or national of any such countries; (b) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, or any other applicable prohibited party list of the U.S. Government; or (c) an end-user engaged in any nuclear, chemical, or biological weapons activities. If Products or Parts to be exported outside the U.S. and/or EU are considered or likely to be considered as "dual use", Buyer shall (or shall cause the end user of the Products/Parts to) provide to Seller, promptly upon its request, an "End User Statement" in accordance with the applicable legal requirements. Seller shall not be liable to Buyer for any delay and shall not be in breach of its obligations in the event of Buyer's failure or delay in providing such statement.

11.6. The parties agree to comply with all Applicable Data Protection Laws. The parties commit to enter into a Data Processing Agreement (DPA) when needed. Further, the parties agree to enter into EU Model Clauses when required by EU law or ensure that equivalent safeguards are in place. If intended actions by one or more parties require further agreements and/or other actions to comply with the Applicable Data Protection Laws,



the parties agree to mutually collaborate and sign them and/or take actions as required.

12. ENVIRONMENT, HEALTH, SAFETY AND SECURITY (EHSS)

12.1. Buyer shall take all actions necessary to provide a safe, healthy, and secure work environment, including transportation and accommodation if applicable, for Seller Group personnel. Buyer shall inform Seller of any known risks, hazards, or changed conditions impacting worker health, safety, or the environment, including the presence or potential presence of Hazardous Materials, and provide relevant information, including safety data sheets, Site security plans, risk assessments, and job hazard analyses.

12.2. To evaluate risks associated with the provision of Services and performance under the Contract, Buyer shall provide Seller Group with reasonable access to review the Site and related equipment. If Seller's work at the Site is subject to local, state, or national EHS legal requirements that are not reasonably available, Buyer shall notify and provide copies to Seller.

12.3. If Seller or Seller's representative believes in good faith that Site conditions, Seller transportation, or accommodation provisions, or the actions of others threaten the health, safety, or security of Seller Group personnel or the environment, Seller or its representatives may, in addition to other rights or remedies available, STOP WORK, evacuate some or all of its personnel, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. If Seller exercises its rights under this Article 12.3, it shall give prompt notice to Buyer, and the parties shall work cooperatively to correct the conditions or actions prompting the STOP WORK. The parties agree there shall be no retaliation taken against any person who invokes their right under this provision to STOP WORK. Any delay resulting from Seller Group's exercise of its rights under this Article 12.3 constitute an excusable delay and Article 3 shall apply.

12.4. To the full extent permitted by Applicable Law, Buyer agrees that it is the generator, and shall be solely responsible for the storage, transportation, disposal, and remediation of all Hazardous Materials or waste related to or arising from the performance of Services at Buyer Group Sites, including (without limitation) any removed from Seller's equipment. Prior to the transportation and disposal of waste materials by Buyer, Seller shall properly manage and collect on site all Hazardous Materials resulting from the Services in accordance with Applicable Law and Buyer's written requirements. If Seller Group encounters any Hazardous Materials, it may suspend work pending Buyer elimination of the hazardous condition. If any Seller equipment or Buyer equipment destined for a Seller facility is contaminated with Hazardous Materials, Buyer shall assume sole responsibility for decontaminating such equipment and returning it in the same condition received to allow for safe handling and transportation in compliance with Applicable Law. If any such Hazardous Materials cause an increase in Seller's cost or time, Seller shall be entitled to an equitable adjustment in price and schedule.

13. ADDITIONAL EHSS PROVISIONS APPLICABLE TO SERVICES

13.1. Seller Group personnel shall not be required to work in excess of any time restriction under Applicable Law. Seller Group personnel will have at least one day of rest in any seven consecutive days; provided, the parties may agree upon exceptions consistent with Seller's working time policy.

13.2. Buyer shall provide medical care and facilities at the Site consistent with international industry standards. If Seller Group's personnel require urgent medical attention, Buyer shall make its medical facilities available to such persons as necessary. To the extent Buyer cannot supply necessary urgent medical attention at the Site, any Buyer Group's site, or while working offshore, Buyer shall provide for transport of Seller Group's personnel and access of such personnel to the nearest suitable urgent care facility. For offshore or remote work, Buyer shall be responsible for medical evacuation of Seller Group's personnel from the Site to the departure point on the mainland or Buyer's designated medical services provider.

13.3. Buyer shall transport Seller Group's personnel, equipment, and materials, including medi-vac, to and from all offshore locations and to such other job Sites as agreed, in compliance with Applicable Law and international industry standards regarding qualified personnel, safe operation, and maintenance. Buyer agrees to make, and shall procure that Buyer Group makes, such equipment and information relating to its operation and maintenance available to Seller. Buyer shall provide personal protective equipment required during use of Buyer provided transportation to and from the offshore work and such other specialized equipment as agreed between the parties.

13.4. Buyer shall provide, at no cost to Seller, accommodation for Seller Group's personnel, which offers a reasonable degree of comfort, is consistent with international industry standards, and is at least comparable to that furnished to Buyer's management and technical personnel. Buyer shall provide telephone and computer internet connectivity to Seller Group's personnel at said accommodations.

14. CONFIDENTIALITY

14.1. "Confidential Information" means pricing for Products, Parts and Services, and/or any information that is designated in writing as "confidential" or "proprietary" at the time of disclosure, or orally designated as "confidential" or "proprietary" and confirmed in writing within ten (10) days after oral disclosure. All information concerning or embedded in the software (including but not limited to source code, object code, and training materials), Documentation, and third-party software is confidential and the property of Seller (or its suppliers) and shall be considered Seller's (or its suppliers') Confidential Information whether or not the information is marked as such.

In granting cyber and/or unescorted physical access to Products and/or Parts, Seller may provide log-on codes, log-on identifications, passwords, and/or other individualized explicit access permissions (collectively "Access Codes"). Access Codes are subject to the confidentiality provisions of the Contract and shall not be disclosed or shared with any other person other than authorized users.

Confidential Information shall not include information that: (i) is or becomes generally available to the public other than from disclosure by the receiving party's Group; (ii) is or becomes available to the receiving party's Group on a non-confidential basis from a source other than the disclosing party and, after due inquiry, that source is not subject to a confidentiality obligation to the disclosing party; or (iii) is independently developed by the receiving party's Group without reference to the disclosing party's Confidential Information, as evidenced by written documents.

14.2. The parties shall: (a) use, reproduce, or disclose the other party's Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products, Parts, and Services; (b) take reasonable measures to protect the confidentiality, and prevent disclosure and unauthorized use of the Confidential Information; and (c) not disclose Confidential Information to the other party's competitors.

14.3. A party may disclose Confidential Information: (a) to any member of its Group who has a need to know such information to perform the Contract or use and maintain any Products, Parts, or Services; provided that such member is bound in writing to confidentiality obligations and use restrictions at least as restrictive as in the Contract; and (b) to comply with a legal obligation, but only after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order. Buyer shall not disclose Confidential Information to Seller unless required for Seller to perform under the Contract. Buyer warrants that it has the right to disclose any such information and shall indemnify Seller Group from any Claims resulting from improper or unauthorized disclosure.

14.4. Neither party shall make any public announcement about any aspect of the Contract or related documents or information without prior written approval of the other party.



14.5. The confidentiality and use restrictions of this Article 14 shall survive any termination of the Contract for ten (10) years. Each party shall Indemnify the other for failure to comply with this Article 14.

15. INTELLECTUAL PROPERTY

15.1. Seller shall Indemnify Buyer from any rightful Claims of third parties that: (a) the software infringes such third party's U.S. or EU patent; or (b) the Products or Parts manufactured by Seller or its Affiliates (excluding software and third-party software) infringe any utility patent of the U.S., EU, or the country of initial installation (if set forth in the Contract), provided that in any such case of subsection (a) and/or (b) above: (1) Buyer promptly notifies Seller in writing of any such claim; (2) Buyer makes no admission of liability and does not take any position adverse to Seller regarding such claim and gives Seller sole authority, at Seller's expense, to direct and control all defense, settlement, and compromise negotiations; and (3) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any claim and conduct any related negotiations.

15.2. Article 15.1 shall not apply, and Seller shall have no obligation or liability with respect to any claim based upon: (a) any Products, Parts, or Services that have been altered, modified, or revised; (b) the combination, operation, or use of any Products, Parts, or Services with other products, services, systems, or data when such combination is part of any allegedly infringing subject matter; (c) failure of Buyer Group to implement any update provided by Seller Group that would have prevented the claim; (d) unauthorized use of Products, Parts, or Services, including without limitation a breach of the provisions of the Contract; (e) Products, Parts, or Services made or performed to Buyer Group's specifications or design; or (f) any Buyer Group data.

15.3. If any Products, Parts, or Services (excluding, for purposes of this Article 15.3, any third-party software) become the subject of a claim or, in Seller's sole judgment, are likely to become the subject of a claim, Seller may at its option: (a) procure for Buyer the right to continue using the Product, Part, or Service, or portion thereof; or (b) modify or replace it in whole or in part to make it non-infringing; provided, that if the alternatives described in subsection (a) and/or (b) are not commercially reasonable, then Seller may take back Products or Parts, discontinue Services, terminate the license to any affected software, and refund to Buyer a pro-rated portion of any unearned pre-paid fees received by Seller attributable to the infringing Product, Part, or Service (using a five-year straight-line depreciation schedule beginning on the effective date of the Contract).

15.4. THE FOREGOING ARTICLES 15.1, 15.2, AND 15.3 STATE SELLER GROUP'S ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER GROUP'S ENTIRE AND EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS INFRINGEMENT.

15.5. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the negotiations of the Contract. Any and all new intellectual property conceived, created, or provided by Seller Group under the Contract, whether alone or with any contribution from Buyer Group, shall be owned exclusively by Seller or other members of Seller Group, as the case may be. Without limiting the foregoing, Buyer agrees that Seller Group or its suppliers own all proprietary rights, including but not limited to any patent, copyright, trade secret, trademark, and other intellectual property rights, in and to the software, Documentation, and third-party software, including any Derivative Works thereof regardless of the source of development, including but not limited to cases where Buyer engages a third party to perform such development. Buyer hereby (a) agrees that all such rights are automatically vested in Seller (or its Affiliates, in Seller's sole discretion) or in the owner of third-party software, as applicable, and may be used by Seller Group (or the owner of the third-party software, as the case may be) without limitation and without any obligation to Buyer on behalf of Seller Group and/or such other relevant owner; and (b)

irrevocably transfers and assigns, and agrees to transfer and assign and/or cause other members of Buyer Group or a third party to transfer and assign, as instructed by Seller all rights, title, and interests throughout the world in and to such new intellectual property and Derivative Works, including but not limited to all rights in and to any inventions and designs embodied in such new intellectual property and Derivative Works or its associated technology. If by operation of law such rights are not automatically transferred and assigned as provided above, Buyer shall, and shall cause other members of Buyer Group and any third party (as applicable) to, timely execute and deliver to Seller such assignments and other documentation, and take such other action as may be requested by Seller to perfect and protect Seller's (or the third-party software owner's) rights in and to any such new intellectual property and Derivative Works and to carry out the assignments effected by this Article 15.5 at no cost to Seller. To the extent that this Article 15.5 does not provide Seller with full intellectual property rights, moral rights, or any other rights, title, and interests in and to any such new intellectual property, Derivative Works, or associated technology, Buyer hereby grants Seller Group a perpetual, irrevocable, fully paid, royalty free worldwide license to reproduce, modify, adapt, enhance, improve, create Derivative Works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, import, and practice any method or process relating to any such new intellectual property, Derivative Works, and associated technology, by all means now known or later developed, with the right to sublicense (through multiple tiers) each and every such right. Buyer shall procure that, to the extent permissible by Applicable Law, Buyer Group waives any moral rights it acquires in any such new intellectual property and Derivative Works and agrees and forever waives any right to assert any claim contrary to this Article 15.5. Seller shall grant Buyer use rights in accordance with the terms and conditions of the Software Addendum to utilize Seller's intellectual property embedded in the Products or Parts furnished by Seller Group, solely for standard internal use, operation, and maintenance of the Products and/or Parts, as applicable, by Buyer. Such license shall not give Buyer the right to manufacture and/or have manufactured such Products and/or Parts. Notwithstanding this Article 15.5, Buyer's rights to software, including embedded software, licensed to Buyer are subject to and limited by the terms of the Software Addendum.

15.6. Buyer agrees that Seller may create, receive, maintain, transmit, process and otherwise have access to machine, technical, system, usage, and related information and data, including, but not limited to, information and data about Buyer's products, services, systems, and software, that is gathered periodically to facilitate the provision of Products, Parts, Services, support, consulting, training, and other services to Buyer (if any), and to verify compliance with the terms of the Contract. Seller and its Affiliates may use such information and data to provide, develop, or improve their Products, Parts or Services.

16. INDEMNITY AND LIMITATION OF LIABILITY

16.1. The provisions of this Article 16 shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting terms of the Contract.

16.2. (a) Seller agrees to Indemnify Buyer Group from and against any and all Claims for bodily injury, illness, or death suffered by any Seller Group's personnel, and/or for damage to or loss of any property of any Seller Group member (whether owned, hired, or leased, but excluding property leased to Buyer Group) arising out of or in connection with the Contract, REGARDLESS OF CAUSE OR ACTION.

(b) Buyer agrees to Indemnify Seller Group from and against any and all Claims for bodily injury, illness, or death suffered by any Buyer Group's personnel, and/or for damage to or loss of any property of any Buyer Group member (whether owned, hired, or leased, and including the Products and Parts (after Delivery), the Site, and any facilities or property thereon), arising out of or in



connection with the Contract, REGARDLESS OF CAUSE OR ACTION.

16.3. (a) Seller agrees to Indemnify Buyer Group from and against any rightful Claims of third parties on account of bodily injury, illness or death, or damage to or loss of property, to the extent resulting directly from the negligence of Seller Group in connection with performance of the Contract, which indemnity is subject to and limited by the terms of the Contract, including but not limited to Articles 15, 16, and 17 of these Terms and Conditions, and Article 9 of the Software Addendum.

(b) Buyer agrees to Indemnify Seller Group from and against any rightful Claims of third parties on account of bodily injury, illness or death, or damage to or loss of property, to the extent resulting directly from the negligence of Buyer Group in connection with performance of the Contract.

(c) In the event the injury or damage to third parties is caused by the joint or concurrent negligence of the parties or their respective Groups, each party shall bear the liability of such injury or damage proportionally to its Group's negligence. For the avoidance of doubt, no members of either party's Group shall be considered third parties and, for purposes of Seller's indemnity obligation in Article 16.3(a), no part of the Site or any property or facilities thereon shall be considered third-party property, and the Site owner and its partners, Affiliates, and contractors/subcontractors shall not be considered third parties. The reciprocal indemnities in this Article 16.3 shall apply only if the indemnified party: (1) promptly notifies the other party in writing of the third party Claim; (2) makes no admission of liability, does not take any position adverse to the other party and gives the other party sole authority to direct and control all defense, settlement, and compromise negotiations; and (3) provides the other party with full disclosure and assistance reasonably required to defend such Claim.

16.4. Except only as provided in Article 16.2(a) but notwithstanding anything to the contrary herein, in the event the Site is offshore, Buyer assumes sole responsibility for and shall Indemnify the Seller Group (to the maximum extent permitted under Applicable Law) from and against any and all Claims asserted by or in favor of any person or party resulting from pollution, contamination, or blow-out of any kind, including costs of pollution control, removal, spills, leakage, and clean-up. The above indemnity applies REGARDLESS OF CAUSE OR ACTION and even if the Claim is on account of any defect in the Products, Parts, or Services; but it shall not apply to surface pollution or spillage of fuels, lubricants, sewage, or garbage to the extent such surface pollution or spillage originates from Seller Group's property while such property is in Seller Group's sole care, custody, and control.

16.5. EXCEPT ONLY FOR SELLER'S OBLIGATIONS IN ARTICLE 11.2 (TO THE EXTENT OF FINES AND PENALTIES IMPOSED BY A GOVERNMENT AUTHORITY AS A RESULT OF SELLER'S VIOLATION OF APPLICABLE LAW) AND EXCEPT AS OTHERWISE SET FORTH IN THE SOFTWARE ADDENDUM, AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND, REGARDLESS OF CAUSE OR ACTION (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED (a) THE CONTRACT PRICE, OR (b) IF BUYER PLACES MULTIPLE ORDERS UNDER THE CONTRACT, THE PRICE OF EACH PARTICULAR ORDER FOR ALL CLAIMS ARISING FROM OR RELATED TO THAT ORDER, AND TEN THOUSAND U.S. DOLLARS (USD \$10,000) FOR ALL CLAIMS NOT PART OF ANY PARTICULAR ORDER. SELLER GROUP SHALL HAVE NO LIABILITY FOR ADVICE OR ASSISTANCE GRATUITOUSLY PROVIDED BY SELLER GROUP BUT NOT REQUIRED PURSUANT TO THE CONTRACT. ALL OF SELLER GROUP'S LIABILITIES SHALL TERMINATE AT THE END OF THE RELEVANT WARRANTY PERIOD, EXCEPT FOR CLAIMS TIMELY COMMENCED BY BUYER IN ACCORDANCE WITH THE CONTRACT.

16.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF AGREED LIQUIDATED DAMAGES, ANY PREDETERMINED TERMINATION FEES DUE TO SELLER UNDER THE CONTRACT, OR IN THE EVENT OF BUYER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR LICENSE RIGHTS AND RESTRICTIONS UNDER THIS CONTRACT, SELLER SHALL INDEMNIFY BUYER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF SELLER GROUP; AND BUYER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF BUYER GROUP REGARDLESS OF CAUSE OR ACTION.

16.7. NOTWITHSTANDING ARTICLE 16.3(a), IN THE EVENT BUYER GROUP PROVIDES PRODUCTS, PARTS OR SERVICES USING SELLER'S PRODUCTS AND/OR PARTS TO A THIRD PARTY OR USES SELLER'S PRODUCTS AND/OR PARTS AT A FACILITY OR SITE NOT OWNED BY BUYER, OR THE SELLER'S SERVICES ARE PERFORMED AT A FACILITY OR SITE NOT OWNED BY BUYER, BUYER SHALL INDEMNIFY SELLER GROUP FOR AND AGAINST ANY CLAIMS MADE IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT, REGARDLESS OF CAUSE OR ACTION. IN THE EVENT BUYER ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, BUYER SHALL PROCURE THAT SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS OF THIS CONTRACT, AND BUYER HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT (INCLUDING NEGLIGENCE), AT LAW, OR OTHERWISE, DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

16.8. Buyer and Seller each covenant and agree to support their mutual indemnity obligations under Article 16 by procuring and maintaining, at the indemnifying party's sole expense, insurance policies meeting the following requirements: (i) Workers Compensation/Employer's Liability as per Applicable Law; (ii) Comprehensive General Liability: Combined Single Limits for Bodily Injury and Property Damage \$2,500,000.00 (two and a half million) per occurrence and \$10,000,000.00 (ten million) in the aggregate (or its equivalent in another relevant currency), which may be satisfied through a combination of underlying and excess coverages. The parties agree that, to the extent of the indemnifying party's liability and indemnity obligations under this Contract, the indemnifying party's General Liability policies shall include the indemnified party Group as additional insured, be primary, and receive no contribution from any insurance policies maintained by or on behalf of the indemnified party. Each party, on request, shall provide to the other party insurance certificates evidencing the aforementioned limits and terms of insurance. Buyer and Seller shall each arrange for any of their respective insurance policies hereunder to contain provisions whereby, to the extent of each party's liability and indemnity obligations under this Contract, their insurers waive their rights of subrogation against the other party's Group, as well as the other party's respective insurers.

17. **NO NUCLEAR USE** – The Products, Parts, and/or Services are not intended or authorized for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use, or permit others to use, Products, Parts, and/or Services in connection with or for any such purposes without the advance written consent of Seller. If, in breach of the foregoing, any such use occurs, Seller hereby disclaims any and all liability for any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. In addition to any other rights of Seller and to the maximum extent permitted under Applicable Law, Buyer assumes sole responsibility for, and shall Indemnify Seller Group from and against, any and all Claims asserted by or in favor of any person or party resulting from any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. Consent of Seller to any use in connection with any nuclear facility or activity, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

18. **ADDENDA** – If any Products or Parts include executable binary code or Seller provides any Products that are hosted



services, software, software as a service or software that is installed on Buyer Group's equipment, the terms of the annexed Software Addendum shall apply. If Seller is providing hosted services or software as a service, the annexed Hosted Services Addendum shall also apply. If Seller provides rental equipment, the terms of the annexed Rental Equipment Addendum shall apply. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the addendum shall prevail unless otherwise agreed in writing.

19. GOVERNING LAW – The Contract shall be governed by and construed in accordance with the laws of (a) the State of New York, if Seller is incorporated in the U.S.; or (b) England and Wales, if Seller is incorporated outside the U.S., excluding in any case conflict of law rules. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act as enacted by any state, will not apply to the Contract.

20. DISPUTE RESOLUTION – Any dispute arising out of or in connection with the Contract shall be referred to settlement proceedings under the International Chamber of Commerce (ICC) Mediation Rules, without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within sixty (60) days following the filing of a Request for Mediation (or such other period of time as may be reasonable under the circumstances or agreed in writing), the dispute shall be finally settled in accordance with the ICC Rules of Arbitration by one or more arbitrators appointed under said Rules. The seat, or legal place, of arbitration shall be (a) New York, N.Y., if Buyer is incorporated in the U.S.; or (b) Geneva, Switzerland, if Buyer is incorporated outside the U.S. Mediation and Arbitration proceedings shall be conducted in English.

21. GENERAL CLAUSES

21.1. Except as otherwise expressly provided with regard to the members of each party's Group, none of the terms herein are intended to be enforced by third parties under the United Kingdom Contracts (Rights of Third Parties) Act (1999), where applicable, or any other law. Buyer and Seller shall be entitled to modify, vary, amend, and/or extinguish such rights without the consent of any third parties or member of either party's Group.

21.2. The Contract represents the entire agreement between the parties and no modification, amendment, rescission, waiver, or other change shall be binding on either party unless agreed to in writing by their authorized representatives. Each party agrees that it has not relied on or been induced by any representations of the other party not contained in the Contract.

21.3. The invalidity in whole or in part of any part of the Contract shall not affect the validity of the remainder of the Contract. In the event any provision of the Contract is held invalid or unenforceable, only the invalid or unenforceable part of the provision shall be severed, leaving intact and in full force and effect the remainder of the sentence, clause, and provision to the extent not held invalid or unenforceable.

22. U.S. GOVERNMENT CONTRACTS

22.1. This Article 22 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government. Buyer agrees that all Products, Parts, and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to the Contract, the country of origin of Products/Parts is unknown unless otherwise specifically stated by Seller in the Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 22 shall be the one in effect on the effective date of the Contract.

22.2. If Buyer is an agency of the U.S. government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

22.3. If Buyer is procuring the Products, Parts, or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if a Product, Part, or Service cannot be considered a "commercial item", Seller may terminate the Contract without penalty and shall be reimbursed for work performed before the effective date of termination.

22.4. Seller reserves the right to reject any order from a Buyer listed on any denied party list.

SOFTWARE LICENSE AND SECURITY ADDENDUM
 TO THE GENERAL TERMS & CONDITIONS FOR SALE/LICENSING OF PRODUCTS, PARTS, AND/OR SERVICES – **DIGITAL SOLUTIONS**

NOTICE: This Software License and Security Addendum (“Addendum”) is incorporated by reference into and made a part of the Contract between the Buyer and Seller. Any additional or different terms proposed by Buyer are expressly objected to and shall not be binding upon Seller unless expressly accepted in writing by Seller’s authorized representative.

1. DEFINITIONS. Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them below or in the Terms and Conditions, as the case may be. The following terms are applicable to both the singular and the plural and shall mean:

“**Contract**” means either the contract agreement signed by both parties or the purchase order signed by Buyer and expressly accepted by Seller in writing, together with the applicable Terms and Conditions, addendums to the Terms and Conditions and any other documents incorporated by reference, Seller’s Proposal, and any agreed scope of work for the sale of Products, Parts, and/or Services, and/or licensing of Software.

“**Designated Hardware**” means the computer equipment specified in the Contract or such additional equipment as the parties may from time to time designate in writing.

“**Derivative Works**” means: (a) any work based upon one or more pre-existing works, including, but not limited to, a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement, and/or (b) any compilation that incorporates such pre-existing works. For Software, Documentation, and Third-Party Software, Derivative Works also includes any and all corrections, bug fixes, and updates to the (i) Software, (ii) Documentation, (iii) Third-Party Software, and (iv) Derivative Works, but does not include Licensee Developments.

“**Documentation**” means all product manuals, technical specifications, and user instructions regarding the capabilities, operation, installation, and use of the Products, Part, Services, software and/or third-party software, whether in printed, on-line, or electronic form (except training materials), as may be made available or updated by Seller from time to time.

“**Error**” means a material failure of the Software to perform substantially in accordance with its Documentation, which failure is demonstrable in the environment for which the Software was designed.

“**License Term**” means the duration of the License (as defined in Article 2.1 of this Addendum) for a particular item of Software, as specified in the applicable purchase order accepted by Licensor in writing, unless otherwise terminated earlier pursuant to this Addendum or the Contract.

“**Licensee**” means the Buyer defined in the Terms and Conditions. The terms “Licensee” and “Buyer” are used interchangeably hereunder.

“**Licensee Developments**” means any software code created by Licensee (i) to improve the usability of the Software, Third Party Software or Derivative Works, as may be permitted in the Documentation, or (ii) as a software patch. Licensee Developments are not Derivative Works as defined in the Terms and Conditions.

“**Licensor**” means the Seller defined in the Terms and Conditions. The terms “Licensor” and “Seller” are used interchangeably hereunder.

“**Monitoring Software**” means Software designed for the remote, real-time performance, health, failure, tracking, and/or up-time monitoring and management of field equipment and related systems.

“**Open Source Software**” means any software that is distributed as “free software”, “open source software”, or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL), GNU Affero GPL License, GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public

License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), and the Apache License.

“**Software**” means Licensor’s proprietary computer software and software security devices licensed by Licensor under the Contract but excludes any Third-Party Software.

“**Terms and Conditions**” means the Baker Hughes Company General Terms & Conditions for Sale/Licensing of Products, Parts and/or Services, or other terms and conditions mutually agreed to by Licensee and Licensor, to which this Addendum is attached, referenced or incorporated into.

“**Third-Party Software**” means any computer software owned or licensed by a third party that Licensor may provide to Licensee under the Contract, which may include but is not limited to Open Source Software.

“**Workstation**” means any configuration of computer equipment at which a single operator works.

2. SOFTWARE LICENSE GRANT

2.1. Subject to the terms of the Contract, Licensor hereby grants to Licensee a non-transferrable, non-sublicensable, nonexclusive limited license during the License Term for Licensee to use the Software set forth in the applicable purchase order accepted by Licensor in writing and its associated Documentation, including upgraded, modified, or enhanced versions as may be furnished to Licensee by Licensor, and to use any Third-Party Software included therewith or therein, solely for Licensee’s internal business purposes (“**License**”).

2.2. Licensee agrees it shall not, and shall not permit or enable any other party to (a) modify or create Derivative Works of the Software, Software Documentation, or Third-Party Software; (b) lease, rent, transfer, distribute, sublicense, timeshare, or allow third parties to access Software, Software Documentation, or Third-Party Software, nor assign any rights hereunder to a third party without Licensor’s prior written agreement; (c) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software or Third-Party Software, unless such a right is explicitly granted by any explicit license referred to in Article 2.3 below or as a matter of law, and then only to the extent explicitly permitted; (d) pledge Software or Third-Party Software as collateral or otherwise, or encumber such Software or Third-Party Software with any lien or security interest; (e) access or use the Software or Third-Party Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (f) remove, alter, or obscure any product identification, copyright, trademark, or other notice from Software, Documentation, or Third-Party Software. If Licensee believes that it is entitled to reverse engineer Software as a matter of local law, Licensee agrees that it shall first request technical information from Licensor. Licensee shall use any technical information delivered by Licensor only for purposes of ensuring “interoperability” and compatibility and shall treat such technical information as Confidential Information of Licensor. Any reverse engineering or unauthorized modification of Software shall void any warranties or indemnification obligations of Licensor and shall automatically release Licensor from any obligation to provide support services under this or any separate agreement.

2.3. Certain software Licensor provides to Licensee may contain Open Source Software or other Third-Party Software. Open Source Software and Third-Party Software may be supplied to Licensee under a separate license agreement, which shall govern Licensee’s use thereof. Licensee shall not modify or combine Software and/or any Open Source Software or Third-Party Software in any manner that could cause, or could be interpreted or asserted to cause, Software or any modifications thereto to become subject to the terms of any license applicable to Open Source Software or Third-Party Software. All Third-Party Software

provided hereunder is bundled with Software and licensed for use only with such Software. If and to the extent there is a conflict between the Contract and the license terms for any Open Source Software, the Open Source Software license terms control as to the software covered by those terms.

2.4. The specific types and physical location of monitored equipment, and numbers of licenses granted to Licensee, are designated in the applicable proposal or purchase order document as follows:

- **Seat License.** A license corresponding to an individual Workstation.
- **Site License.** A license corresponding to a designated Site regardless of the number of Workstations therein.
- **Enterprise License.** A license corresponding to an entire Buyer Group organization regardless of the number of Sites or Workstations.
- **Processor License.** A license corresponding to a number of processors in the Designated Hardware regardless of the number of end users.

2.5. Licensee may make one copy of Software, Documentation, and Third-Party Software for backup purposes only. Licensee must reproduce and include all proprietary rights and copyright notices on any such backup copies. Except as authorized under this Addendum, no copies of Software, Documentation, or Third-Party Software may be made by Licensee or any third party; provided, however, Licensee may print on-line Documentation for its own internal use, provided the maximum number of copies may not exceed the number of users licensed hereunder.

2.6. During the License Term and for three (3) years thereafter, Licensor may upon reasonable notice require that an independent audit of the use of Software and Third-Party Software be conducted during Licensee's normal business hours. Upon such notice, Licensee shall provide Licensor's independent auditor Site access and the right to inspect relevant portions of Buyer Group's computer systems on which Software and Third-Party Software resides. Licensee agrees to pay promptly: (a) all underpaid license fees and (b) if the underpayment is more than 5% of the license fees, all audit costs and expenses.

2.7. IF LICENSEE TRANSFERS POSSESSION OF ANY COPY OF THE SOFTWARE, DOCUMENTATION, OR THIRD-PARTY SOFTWARE TO ANOTHER PARTY WITHOUT WRITTEN CONSENT OF LICENSOR, THIS LICENSE IS AUTOMATICALLY TERMINATED. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations under this Addendum is void.

2.8. This Contract does not obligate Licensor to provide maintenance and support for any Software or Third-Party Software licensed hereunder. Support services are available, as applicable, under separate agreement or as set forth in an applicable purchase order accepted by Licensor in writing. If Software is an upgrade of a previous version, Licensee may use the upgraded Software only in accordance with the Contract.

3. DELIVERY AND TRANSFER OF TITLE

3.1. With regard to Software, Software Documentation, and Third-Party Software, unless otherwise specified in the applicable purchase order: (a) such items will be made available online and/or for electronic download by Licensee; and (b) Licensor shall be deemed to have delivered such items when Licensor first makes them available for Licensee to access or download. Delivery shall not be determined by the date when Licensor makes available any upgraded, modified, or enhanced versions of the Software, Documentation, or Third-Party Software as may be furnished to Licensee. If the Contract specifies that any Software, Documentation, or Third-Party Software is to be delivered to Licensee on physical media, then delivery of physical media will be made CPT Licensee's facility (Incoterms 2020). Delivery of Software that is embedded in or included with Products shall be according to the Delivery terms for the applicable Product.

3.2. Software, Documentation, and Third-Party Software shall be considered accepted by Licensee upon Delivery.

3.3. Licensor or its relevant Group member or third-party licensor shall retain title to any Software, Documentation, and Third-Party Software furnished by Seller Group to Buyer Group. No title to the Software, Documentation, or Third-Party Software, including any Software embedded in or included with Products, is transferred to Buyer Group.

4. OWNERSHIP

4.1. All Software, Documentation, and Third-Party Software are licensed and not sold. Licensee agrees that Licensor or its suppliers own all proprietary rights, including, but not limited to any patent, copyright, trade secret, trademark, and other proprietary rights, in and to Software, Documentation, and Third-Party Software, including any Derivative Works thereof regardless of the source of development, including but not limited to cases where Licensee engages a third party to perform such development and any corrections, bug fixes, and updates to such Software, Documentation, Third-Party Software, or Derivative Works.

4.2. To the extent that any Derivative Works of the Software or Third-Party Software are developed, Licensee hereby (a) agrees that the intellectual property rights to such Derivative Works are automatically vested in Licensor (or its Affiliates, in Licensor's sole discretion) or in the owner of Third-Party Software, as applicable, and may be used by Licensor (or the owner of any Third-Party Software Derivative Works) without limitation and without any obligation to Licensee on behalf of Licensor and/or such other relevant owner; (b) irrevocably transfers and assigns, and agrees to transfer and assign, to Licensor all intellectual property rights, moral rights, title, and interest throughout the world in and to any such Derivative Works, including, but not limited to, all rights in and to any inventions and designs embodied in such Derivative Works or its associated technology; (c) agrees and forever waives any right to assert any claim contrary to (a) and (b) in this Article 4.2; and (d) agrees to take all steps necessary to fulfill the requirements as set forth in this Article 4.2 for any such Derivative Works whether developed by Licensee or by any third party under Licensee's direction. If by operation of law such rights are not automatically transferred and assigned as provided above, Licensee shall timely execute and deliver such instruments and take such other action as may be requested by Licensor to perfect and protect Licensor's (or Third-Party Software owner's) rights in any Derivative Works and to carry out the assignments effected by this Article 4 at no cost to Licensor.

4.3. Notwithstanding the foregoing, Licensor grants Licensee a "right to use" license to any Derivative Works created by Licensee or a third party under Licensee's direction, but solely for Licensee's internal business purposes only under the same terms and conditions that apply to Software, Documentation, or Third-Party Software under Article 2 herein.

4.4. Licensee may voluntarily, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Licensor with respect to the Software (collectively, "Feedback"). Licensor will be free to use, disclose, reproduce, license or otherwise distribute and exploit all Feedback as it sees fit, without obligation or restriction based on intellectual property rights, confidentiality or otherwise. Licensee will not give any Feedback that is subject to license terms or restrictions that purport to require any Software, Documentation, service or product incorporating or derived from such Feedback, or any Licensor intellectual property, to be licensed or otherwise shared with Licensee or any third party. For the avoidance of doubt, this paragraph does not grant to Licensor any intellectual property rights in Licensee's preexisting technology.

4.5. For the purposes of this Article 4, the term "Licensor" shall mean Licensor, its Affiliates, and their successors or assigns.

5. LIMITED SOFTWARE WARRANTIES; DISCLAIMERS

5.1. Licensor warrants, for Licensee's benefit alone, that for a period of 90 days from the Delivery Date of the original Software ("Software Warranty Period"), the Software will perform substantially in accordance with its Documentation. If, during the

Software Warranty Period, an Error occurs, Licensor will use commercially reasonable efforts to correct such Error, provided Licensee furnishes Licensor with the following: (a) written notice of the Error during the Software Warranty Period, including a description of the failure to perform in accordance with the Documentation and a specific description of the operating conditions (including the specific software/hardware configuration) under which the Error occurred, and (b) to the extent feasible, a representative sample of inputs for repeating and analyzing the Error. If Licensor is unable, after commercially reasonable efforts, to correct the Error during the Software Warranty Period, Licensee's sole remedy shall be termination of the License and a refund of a pro-rated portion of the license fees allocable to the specific nonconforming Software that have been paid by Licensee to Licensor under the Contract; provided, however, that such termination right must be exercised by Licensee, if at all, within 30 days after expiration of the Software Warranty Period or shall thereafter be deemed to have been waived by Licensee. Notwithstanding anything to the contrary herein, under no circumstance will any warranty granted herein cover and Licensor shall not be responsible under the Contract for: (a) any Error that results from Licensee's breach of the Contract; (b) any Error that results from any unauthorized use, alteration, revision, change, enhancement, or modification of any nature of the Software, or from any design defect in any configuration of the Software performed by any party other than Licensor; (c) any Error that results from errors, defects, or modifications in any hardware, software, system, or data used by Licensee, in each case that was not provided by Licensor; (d) any Error that results from use of the Software in combination with any hardware, software, or system not provided or authorized by Licensor; (e) any Error that results from cyber-attacks, viruses, worms, malware, Trojan horses, or other harmful surreptitious computer code, files, scripts, agents, or programs; or (f) Errors or vulnerabilities that would have been obviated had Licensee implemented a recommended update or upgrade made available at no additional charge from Licensor.

5.2. This Article 5 provides the sole and exclusive remedies for all Claims based on or relating to any failure of, or any defect or non-conformity in, Software and Documentation, whether the Error, failure, defect, or non-conformity arises before, during, or after the applicable Software Warranty Period and REGARDLESS OF CAUSE OR ACTION (INCLUDING NEGLIGENCE). THE WARRANTIES PROVIDED IN THIS ARTICLE 5 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES PERTAINING TO THE SOFTWARE. LICENSOR MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY OUTPUT OF THE SOFTWARE. LICENSOR DOES NOT MAKE ANY WARRANTY THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. NOR DOES LICENSOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE. LICENSOR ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY LICENSEE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA FROM DELAYS, NONDELIVERIES OF CONTENT OR EMAIL, ERRORS, SYSTEM DOWNTIME, MISDELIVERIES OF CONTENT OR EMAIL, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS AFFILIATES, ITS LICENSORS, OR AN END USER'S OWN ERRORS AND/OR OMISSIONS.

5.3. Additional Warranty Disclaimer for Monitoring Software. While the Monitoring Software provides advisory information regarding equipment condition, it is virtually impossible to guarantee that each and every fault condition can be foreseen or detected. THEREFORE, LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SOFTWARE WILL DETECT ANY PARTICULAR FAILURE OR PROVIDE ANY PARTICULAR

AMOUNT OF ADVANCE WARNING OF AN IMPENDING FAILURE OR CONDITION OF THE MONITORED EQUIPMENT.

5.4. Additional Warranty Disclaimer with Respect to Cyber Security. PRODUCTS, PARTS, AND SERVICES ARE PROVIDED "AS IS AND WITH ALL FAULTS" WITH RESPECT TO CYBER SECURITY, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF OR RELATING TO DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, TIMELINESS; ALL OF WHICH ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. LICENSEE IS SOLELY RESPONSIBLE AND LIABLE FOR THE SELECTION AND USE OF PRODUCTS, PARTS AND SERVICES TO ACHIEVE LICENSEE'S DESIRED RESULTS. REMEDIATION OF VULNERABILITIES SHALL NOT OBLIGATE LICENSOR TO PROVIDE LICENSEE ANY UPDATES OR UPGRADES, BUT LICENSEE MAY PURCHASE SUCH ENHANCEMENTS.

5.5. Any remedial steps taken by Licensor hereunder shall not extend or renew the applicable Software Warranty Period.

5.6. Except as expressly authorized by Licensor in writing, and subject to the following in this Article 5.6, all Third-Party Software shall carry only the warranties (if any) provided by the owners thereof and Licensor gives no warranties for such Third-Party Software. Except as expressly authorized by Licensor in writing, any Open Source Software is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

5.7. Licensee acknowledges that Licensor may, but is not obligated to, offer upgraded or optional Software that provides additional functionality and security, which may be subject to additional fees in Licensor's discretion.

5.8. Except as expressly provided in Article 5.1 above or as otherwise expressly provided in the Contract, all amounts payable in connection herewith are non-refundable.

6. CONFIDENTIALITY; EQUITABLE RELIEF

6.1. The Software, Documentation and Third Party Software, and all information concerning or embedded in the Software (including but not limited to source code, object code, and training materials), Documentation, and Third-Party Software is confidential and the property of Licensor (or its suppliers) and shall be considered Licensor's (or its suppliers') Confidential Information, whether or not the information is marked as such. In granting cyber and/or unescorted physical access to Products and/or Parts, Seller may provide log-on codes, log-on identifications, passwords, and/or other individualized explicit access permissions (collectively "Access Codes"). Access Codes are subject to the confidentiality provisions of the Contract and shall not be disclosed or shared with any other person other than authorized users.

6.2. Licensee shall take all reasonable steps to safeguard the Software, Documentation and Third-Party Software so as to ensure that no unauthorized person shall have access to it, and that no persons authorized to have access shall make any unauthorized copy. Licensee shall promptly report to Licensor any unauthorized disclosure or any unauthorized use of any Software, Documentation or Third-Party Software of which it becomes aware and shall take such further steps as may reasonably be requested by Licensor to prevent unauthorized use.

6.3. Licensee acknowledges: (a) any use of Software, Documentation, or Third-Party Software in a manner inconsistent with the Contract or (b) any other misuse of Confidential Information of Licensor (or its suppliers), will cause immediate irreparable harm to Licensor (or its suppliers) for which there is no adequate remedy at law. Licensee agrees that Licensor (or its suppliers) shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such misuse or threatened misuse by Licensee. The parties agree and stipulate that Licensor shall be entitled to such injunctive relief without posting of a bond or other security;

provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in an amount equivalent to USD \$1,000 shall be sufficient. Nothing contained herein shall limit Licensor's right to any remedies at law, including the recovery of damages from Licensee for breach of the Contract or Addendum.

7. TERM AND TERMINATION – The License provided under this Addendum is effective until terminated or expiration of the License Term, whichever occurs first. Licensor may terminate the Contract and/or Addendum immediately if Licensee fails to comply with any of the terms and conditions herein or in the Contract. The License for any Software or Third-Party Software provided with leased equipment shall terminate concurrently with termination of the lease, unless earlier terminated hereunder. Immediately upon termination, Licensee shall (a) cease using Software, Documentation, and Third-Party Software and (b) certify to Licensor within one (1) month of the termination that Licensee has destroyed or returned to Licensor the Software, Documentation, and Third-Party Software, and all copies thereof. Termination will not relieve Licensee of the obligation to pay any fees and other charges accrued or payable to Licensor prior to the effective date of termination.

8. CYBER SECURITY

8.1. This Article 8 shall apply if (a) any Products supplied under the Contract contain Software and/or are designed to be operated in a networked environment, and/or (b) any Services (including Hosted Services) supplied under the Contract include a software or networked component. In the event of any inconsistency or conflict between this Article 8 and any other provision of the Contract or Addendum with respect to a subject covered by this Article 8, the provision requiring the more stringent requirement shall prevail.

8.2. LICENSEE ACKNOWLEDGES AND AGREES THAT: (a) CYBER SECURITY IS A DYNAMIC AND CHANGING AREA; AND (b) PRODUCTS, PARTS AND SERVICES, WHEN CONFIGURED AND USED IN ACCORDANCE WITH APPLICABLE DOCUMENTATION, ARE DESIGNED TO DETECT AND PREVENT ONLY CERTAIN VULNERABILITIES AND UNAUTHORIZED INTRUSIONS BASED UPON A FINITE SET OF TEST CASES, AND DO NOT PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

8.3. Without limiting any of the obligations under Articles 8.5 and 8.6 below, Licensee shall and shall cause the rest of the Buyer Group (including the Site owner, if not part of the Buyer Group) to: safeguard the Products and Parts so as to ensure that no unauthorized person shall have access to them; and ensure that any Buyer Group employees or agents who may come in contact with the Products or Parts is made aware of the obligations described herein and abide by them. Seller Group shall have a right to access the Products or Parts at the Site at all reasonable times to verify such requirements.

8.4. The Products and/or Parts may be partially or wholly configured by Licensor at the time of Delivery to minimize known cyber security risk as of the effective date of the Contract. To the extent that Licensee or its Group alters the hardware, Software, connections, or configuration of the Products and/or Parts in a way not recommended by Seller Group, it does so at its own risk. In the event that Buyer Group acts in violation of this Article 8, or inconsistently with the recommendations of Seller Group, Seller Group shall not be liable, whether in contract, warranty, tort (including negligence), strict liability, or otherwise, for any damages or costs incurred by Buyer Group; and Licensee shall Indemnify Seller Group from any and all Claims, including without limitation costs related to credit monitoring, arising out of or related to any occurrence that may arise out of a violation of this Article 8.

8.5. Licensee is responsible for protecting Buyer Group's managed infrastructure, including computer systems and equipment used in interactions with Seller Group, with such tools as anti-virus software, firewall, and up to date operation systems.

Licensee is responsible for the operation, control, and maintenance of any monitored equipment and ensuring that Buyer Group's computer systems and monitored equipment meet the current technical requirements as may be specified by Licensor for the Products, Parts, and Services. Licensee shall, and shall procure that Buyer Group shall, comply with Seller Group's secure deployment guidelines applicable to the Products, Parts, and/or Services. Licensee shall procure that neither Buyer Group nor its users will take any action to circumvent any security feature or attempt to exceed authorized access to the Products, Parts, or Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Products or Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Buyer Group becomes aware of any violation of the Contract by a user, Licensee will procure that Buyer Group will immediately terminate such user's access to the Products and/or Services and notify Licensor. Licensee shall, and shall procure that Buyer Group shall, report to Baker Hughes any unauthorized accesses to and/or disclosure of Licensor information, and any known or reasonably suspected breaches of the Licensor's Software, systems, and/or Services ("Licensor Security Incident") by calling the following numbers:

- +1 281 209 7658 (Western Hemisphere)
- +60 2786 7658 (Eastern Hemisphere)

Notifications shall be made within seventy-two (72) hours of Buyer Group's knowledge of such Licensor Security Incident. Licensee shall, and shall procure that Buyer Group will, promptly conduct a forensic investigation of such Licensor Security Incident and provide a summary of the Licensor Security Incident and explanation of its response as soon as reasonably practicable.

8.6. Buyer Group's credentials (which may include username, passwords, tokens, certificates, Access Codes, keys, and pins) issued by Seller or selected by Buyer Group for accessing the Products or Services are for Buyer Group's internal use only and Buyer Group shall not sell, transfer, disclose, or sublicense them to any other entity or person, except that Buyer Group may disclose Buyer Group's credentials to Buyer Group's agents and subcontractors performing work on Buyer Group's behalf. Licensee is responsible for any use of Buyer Group's credentials and for notifying Licensor immediately of any breach of security related to Buyer Group's credentials. Buyer Group shall be responsible for the actions of any user or any other person or entity in relation to the Contract, Buyer Group's information, or the Products or Services to the extent that any such action was permitted, assisted, or facilitated by Buyer Group.

9. SUPPLEMENTAL LIMITATIONS OF LIABILITY FOR SOFTWARE AND CYBER SECURITY. The following limitations of Licensor's liability are in addition to those set forth herein above and elsewhere in the Contract. To the extent they conflict, this Article 9 shall take precedence over the Terms and Conditions and any Addendums thereto with respect to Software, Third-Party Software and Cyber Security.

9.1. WITH REGARD TO SOFTWARE AND THIRD-PARTY SOFTWARE, IN NO EVENT SHALL SELLER GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND, REGARDLESS OF CAUSE OR ACTION, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, UNDER ANY CIRCUMSTANCES EXCEED THE LESSER OF THE LIMITS SET FORTH IN THE TERMS AND CONDITIONS OR THE LICENSE FEES PAID BY LICENSEE TO LICENSOR WITH RESPECT TO THE SOFTWARE AND THIRD-PARTY SOFTWARE GIVING RISE TO THE CLAIM WITHIN 90 DAYS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

9.2. Unless otherwise agreed by the parties in writing, the Licensee has sole responsibility for designing and implementing a solution that includes the Software and Products which will meet all appropriate requirements and/or standards. Licensor disclaims all liability for any damages arising as a result of any

non-conformance of Licensee's solution to requirements and/or standards.

9.3. Licensee acknowledges that the Monitoring Software generates advisory information but does not perform any automated control, and Licensor has no control over decisions made or actions taken on the basis of any such generated information. Licensee assumes total responsibility for its use of the advisory information generated by the Monitoring Software. TO THE EXTENT THE SOFTWARE INCLUDES MONITORING SOFTWARE, LICENSEE BEARS THE ENTIRE RISK OF ANY LIABILITY ARISING OUT OF OR RELATING TO THE USE OF THE SOFTWARE.

9.4. SELLER SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR (I) ANY DAMAGE (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA AND VIRUSES) TO THE BUYER GROUP'S OR SITE OWNER'S NETWORK, NETWORK CONNECTIVITY, CONNECTIVITY DEVICES, ANY PRODUCTS OR EQUIPMENT, AND/OR SYSTEMS OR PART THEREOF; (II) ANY UNAUTHORIZED ACCESS BY THIRD PARTIES TO THE BUYER GROUP'S NETWORK; (III) ANY PRODUCTS, PARTS SOFTWARE OR SERVICES THAT WERE NOT MANUFACTURED OR PERFORMED BY SELLER OR ITS AFFILIATES OR THAT HAVE BEEN ALTERED, MODIFIED, OR REVISED; (IV) THE COMBINATION, OPERATION, OR USE OF ANY PRODUCTS, PARTS SOFTWARE OR SERVICES WITH OTHER PRODUCTS, EQUIPMENT OR SERVICES WHEN SUCH COMBINATION IS PART OF ANY VULNERABILITY; (V) FAILURE OF BUYER GROUP OR SITE OWNER TO PURCHASE OR IMPLEMENT ANY UPDATE OR UPGRADE PROVIDED BY SELLER GROUP THAT WOULD HAVE PREVENTED THE VULNERABILITY; (VI) UNAUTHORIZED USE OF PRODUCTS, PARTS, SOFTWARE, OR SERVICES, INCLUDING, WITHOUT LIMITATION, A BREACH OF THE PROVISIONS OF THE CONTRACT; OR (VII) PRODUCTS, PARTS, SOFTWARE OR SERVICES MADE OR PERFORMED TO BUYER GROUP'S OR SITE OWNER'S SPECIFICATIONS; DIRECTLY OR INDIRECTLY ATTRIBUTABLE (IN WHOLE OR PART) TO (A) THE BUYER GROUP'S OR SITE OWNER'S NETWORK'S OR CONNECTIVITY DEVICES VULNERABILITY; OR (B) ANY ACTION OR OMISSION OF THE BUYER GROUP OR SITE OWNER, ITS EMPLOYEES, CONSULTANTS, AGENTS, REPRESENTATIVES; OR (C) ANY ACTION OR OMISSION OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, HOSTILE NETWORK ATTACKS BY ANY THIRD PARTY).

We would like to thank you for the opportunity to participate in your offer for Tender and we consider this opportunity of strategic importance to Baker Hughes. We look forward to partnering with you on this project and demonstrating our expanded portfolio and increased value proposition.

At Baker Hughes we are committed to "doing the right thing" which means Health Safety and Environment (HSE), Quality and Compliance are the foundation for all our actions and all our processes. We ensure that everything we do is safe, honest, and takes care of our people, our customers, the communities we operate in, and the environment. This means that HSE and Quality are built into everything we do, from how we design our products, to the way we plan and execute for our customers. We are proud of our track record and our first priority is always to HSE, Quality and Compliance.

Baker Hughes aims to provide our customers the best commercial and technical proposal possible. We asked our teams to access the entire Baker Hughes organization and leverage our unique position in the supply chain to provide a solution that will provide improved operational efficiency and results.

