STANDARD TERMS AND CONDITIONS OF SUPPLY

Notice: Any acceptance of Supplier's offer is expressly limited to acceptance of these Terms and Conditions and Supplier expressly objects to any additional or different terms proposed by Customer. No other pre-printed terms and conditions on any form shall modify these Terms and Conditions even if signed by Supplier. Any order to perform work and/or Supplier's performance of the work shall constitute Customer's acceptance and agreement to these Terms and Conditions.

1. Definitions. Unless otherwise agreed upon in a writing signed by an authorized representative of Supplier: "**Confidential Information**" means (i) information that is designated in writing as "confidential" or "proprietary" or equivalent term by the party disclosing such information at the time of written disclosure, and (ii) information that is orally designated as "confidential" or "proprietary" by the party disclosing such information at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure; "**Contract**" means either: (i) the contract agreement signed by both parties for the sale of Products and/or Services and/or for the license of Software; or (ii) the purchase order signed by Customer and accepted by Supplier in writing, for the sale of Products and/or Services and/or for the license of Software, together with these Terms and Conditions, Supplier's final quotation, Supplier's proposal, the agreed scope(s) of work, and Supplier's order acknowledgement; "**Contract Price**" means the agreed prices, rates and fees stated in the Contract for the sale of Products and/or Services and/or for the license of Software, including adjustments (if any) in accordance with the Contract; "**Customer**" means the entity to which Supplier is providing Products, Software, and/or Services under the Contract; "**Customer Content**" means any and all data, information, documentation, and Software provided by Customer to Supplier for use in connection with the Products, excluding: (i) Data, and (ii) any data, information, documentation or Software that Supplier or an affiliate of Supplier provides to Customer or an affiliate of Customer pursuant to any other contract. Customer Content shall not include data that has been processed, modified or generated by Supplier; "**Data**" means all information and data of any type, form or nature (including, but not limited to, data received or processed by the Software, compilations of data, and output such as reports and images created by any Software and/or Product) that may be furnished or made available to Customer, directly or indirectly; "**Effective Date**" means the effective date of the Contract, as stated in the Contract, or where no date is stated in the Contract, the earlier of the date the Contract is fully executed by all parties, or the date of Supplier's acceptance of Customer's purchase order subject to these Terms and Conditions, as applicable; "**Hazardous Materials**" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by- products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("**U.S.**") or the country of the Site; "**Internal Business Purposes**" means the internal ordinary course business operations of Customer; provided however "Internal Business Purposes" exclude any 1) expansion in or to operations occurring due to a business merger or acquisition, 2) fleet addition or rail network expansion, 3) management or servicing of a third party's fleet, equipment or assets, or 4) infrastructure acquisition or development after the Effective Date; "**Products**" means the equipment, Spare Parts, materials, supplies, Unit Exchange Products, and other goods Supplier has agreed to supply to Customer under the Contract, but excluding Software; "**Section**" means a Section of these Terms and Conditions except where the context requires otherwise; "**Services**" means service activities Supplier has agreed to perform for Customer under the Contract; "**Site**" means the premises where Products are delivered or Services are performed, not including Supplier's premises or premises of Supplier's subcontractors from which it performs remote Services; "**Software**" means a computer program, and the Data handled by such computer program, that is fixed in any tangible medium of expression or any storage medium and shall include Supplier's proprietary software, such as that software provided for operation of the Products; "**Spare Parts**" means all spare parts Supplier has agreed to supply to Customer under the Contract; "**Supplemental Terms and Conditions**" means the terms and conditions, attached hereto as Annex A and hereby incorporated herein, which shall govern the sale of Unit Exchange Product(s) and Repair and Return Services; "**Supplier**" means the entity providing Products, Software and/or Services under the Contract; "**Terms and Conditions**" means these "Standard Terms and Conditions of Supply", comprising Sections 1 to 20; "**Unit Exchange Products**" means those Products that are provided as used serviceable material subject to the Supplemental Terms and Conditions.

2. Pricing. Unless otherwise specified by Supplier in writing, prices do not include domestic or international shipping charges beyond the point of delivery set forth in Section 6, the cost of insurance during the time Customer bears risk of loss, or charges for demurrage, port fees, pier handling, marshaling, or heavy lifts or any other costs. Pricing shall be subject to adjustment in Supplier's sole discretion or as otherwise set forth in the Contract.

3. Payment.

3.1. Unless otherwise agreed in a writing signed by an authorized representative of Supplier, Customer shall pay Supplier, without the right of set-off, within fifteen (15) days following the date of each Supplier invoice. Supplier shall invoice Customer at the times stated in the Contract or, where no time is stated in the Contract, following shipment of Product, provision of Software or completion of the Services, as applicable. If Customer fails to make any payments to Supplier when due, without limiting Supplier's rights and remedies, Customer shall pay a late payment charge computed at the rate of two percent (2%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less, for each calendar month, or fraction thereof, that payment is late.

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

3.3. Unless otherwise agreed to by Supplier in writing, Customer shall establish, at Customer's expense in a form acceptable to Supplier, a confirmed, irrevocable, unconditional, sight letter of credit allowing for pro-rata payments to Supplier for all amounts due under the Contract. All payments by Customer, not otherwise covered by an applicable letter of credit, shall be made by wire transfer to the account identified by Supplier.

3.4. In the event the Contract or any portion thereof is terminated by Supplier in accordance with Section 10, below, at any time prior to the shipment of Products, performance of Services or provision of Software, pursuant to which Supplier will be entitled to calculate and collect termination charges from Customer, Supplier shall be entitled to draw on the letter of credit established by Customer hereunder for such termination charges as calculated by Supplier, upon presentment of the following documents: (i) Supplier's invoice showing the amount of termination charges due by Customer; and (ii) one (1) copy of the termination notice. The letter of credit established by Customer hereunder shall contain language necessary to acknowledge and permit a draw by Supplier in accordance with this Section 3.4.

4. Taxes and Duties. Supplier shall be responsible for all corporate and individual taxes measured by net income due to performance of or payment for work under this Contract ("**Supplier Taxes**"). Customer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Supplier or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Supplier Taxes ("**Customer Taxes**"). The Contract Price does not include the amount of any Customer Taxes. If Customer deducts or withholds Customer Taxes, Customer shall pay additional amounts so that Supplier receives the full Contract Price without reduction for Customer Taxes. Customer shall provide to Supplier, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

5. Compliance with Laws

5.1. (i) Subject to Sections 5.1(ii) and 5.3, Supplier, to the extent not penalized by or inconsistent with U.S. laws, shall comply with laws applicable to the manufacture of Products and its performance of Services. (ii) Customer shall comply with laws, regulations and government requirements applicable to the import, export, re-export, transfer, installation, application, operation, use and disposal of the Products, Software and Services. Supplier hereby advises Customer that Supplier cannot participate in transactions or dealings involving any blocked, denied, or restricted party or any country subject to comprehensive U.S. sanctions or other sanctions regimes applicable to Supplier during its performance, or with any entity known to be organized in, owned or controlled by, or acting on behalf of, directly or indirectly, a national or government of, any country or region subject to comprehensive U.S. sanctions or other sanctions regime applicable to Supplier during its performance.

5.2. Supplier's obligations are conditioned upon Customer's compliance with all U.S. and other applicable trade control laws and regulations, including applicable customs, export and re-export control, economic sanctions and antiboycott laws. Customer shall not, directly or indirectly, sell, provide, export, re-export, transfer, release, disclose, divert, loan, lease, consign, or otherwise dispose of any Products, Services or Software, or any other Supplier product, equipment, material, services, software, or technology to or via any prohibited person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations, including those applicable to nuclear, missile, chemical, or biological weapons proliferation, restricted projects or entities in Russia, military, or money laundering or terrorism financing activities, without first obtaining Supplier consent and all required government authorizations, as applicable. This clause will apply regardless of the legality of such a transaction under local law.

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

5.4. If Customer is an agency or instrumentality of, or is owned by, the government of any country, Customer hereby unconditionally and irrevocably represents, warrants and covenants to Supplier that: (a) the execution, delivery and performance by Customer of the Contract constitutes private and commercial acts, rather than public or governmental or sovereign acts; (b) Customer is generally subject to civil and commercial law and to legal proceedings, and Customer hereby waives any right of immunity (governmental, sovereign or otherwise) which Customer or any of its assets may currently have or may have in the future. Further, each government Customer acknowledges and agrees that the exercise of any of its statutory rights, duties or functions shall not alter any right Supplier may have against the Customer under the Contract or at law for damages for breach of the Contract.

5.5. Customer and Supplier acknowledge that the obligations undertaken by each party hereunder are based on the assumption that as of the Effective Date and through the term of the Contract there will be no change to or adoption of any governmental (whether federal, state, or local) laws, rules, regulations, or requirements applicable to the Products, Services, or Software that would adversely affect Supplier with respect to provision of the Products or Software or the performance of the Services (for example, implementation of tariffs, duties, or other similar taxes, more stringent emissions requirements, or cyber security regulations) (each a "**Change in Law**"). Upon the occurrence of a Change in Law, the parties agree to meet and negotiate in good faith to determine any appropriate and reasonable adjustments to the terms of the Contract (including, without limitation, price (subject to the last sentence of this paragraph) and delivery/performance timing) to compensate Supplier for the effects of the Change in Law. In addition, Supplier will use commercially reasonable efforts to minimize the adverse effect experienced by Supplier as a result of such Change in Law. If the parties cannot reach agreement on such adjustments within a reasonable period of time, Supplier may suspend the provision of Products, the license of Software, and/or the provision of Services until the matter is resolved pursuant to the dispute resolution provision of the Contract. Notwithstanding the foregoing, upon the imposition of tariffs, duties, or other similar taxes on, or in connection with, Products, Software and/or Services that would directly increase Supplier's cost in the performance of its

responsibilities hereunder, then the applicable Product, Software and/or Service prices shall be automatically increased accordingly to compensate Supplier for such increased costs.

6. Delivery, Title Transfer & Risk of Loss

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

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

6.3. Partial deliveries are permitted. Supplier may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon: (i) prompt receipt by Supplier of all information necessary to proceed with the work without interruption; and (ii) timely discharge of Customer's responsibilities under the Contract. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall so notify Supplier within ten (10) days after receipt. Notwithstanding anything in this Section 6, title to any leased equipment remains with Supplier.

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

7. Excusable Delay. Supplier shall not be liable or considered in breach of its obligations under this Contract to the extent that Supplier's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control including, but not limited to, acts of God, fire, terrorism or terroristic threats, cyber-attacks, war (declared or undeclared), epidemics, pandemics, nationally or locally required or suggested shutdowns or sanctions, material shortages, insurrection, acts or omissions of Customer or its affiliates (or their agents, or other contractors or suppliers), any act or omission by any government agency or other governmental authority (including but not limited to confiscation, nationalization, requisition, expropriation, prohibition, embargo or restraint), strikes, labor disputes, transportation shortages, vendor declared obsolescence, inability to obtain raw materials on commercially reasonable terms, or vendor non-performance or delay caused by any of the foregoing. If an excusable event occurs, the schedule for Supplier's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the event and resume performance. If acts or omissions of the Customer or its affiliates (or their agents, or other contractors or suppliers) cause the delay, Supplier shall also be entitled to an equitable price adjustment.

8. Warranty

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

8.2. Unless otherwise stated in the Contract: (i) the warranty period with respect to a Product (other than Spare Parts) and Software embedded in a Product shall be twenty-four (24) months from the date of Product shipment, or twelve (12) months from the date the Product has been placed in service, whichever occurs first; (ii) the warranty period for new Spare Parts purchases shall be twelve (12) months from the date of Spare Parts shipment; (iii) the warranty period for Services shall be twelve (12) months from performance of the applicable Service; (iv) the warranty period for Software provided separately shall be three (3) months from the date on which the relevant version of the Software was initially made available to Customer; (v) notwithstanding the foregoing, the warranty period for ongoing Services such as support services or Software-as-a-Service (including, without limitation, any Products, Software and other deliverables provided as part of such Services) shall be concurrent and co-terminus with the term of the Contract for such Services; and (vi) notwithstanding the foregoing, unless otherwise expressly agreed by Supplier, the warranty period for repair services performed on out-of-warranty Products shall be ninety (90) days from the completion of the repaired services (the "**Warranty Period**"). The warranty for the repair services performed on out-of-warranty Products shall be limited to the workmanship of the services and any new parts provided as part of the service, but do not extend to the failed Product itself.

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

8.4. The warranties and remedies are conditioned upon: (i) proper storage, installation, use, operation, and maintenance of Products and Software, as applicable; (ii) Customer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Supplier access to those records; (iii) modification of Products, Software or Services only as authorized by Supplier in writing; (iv) compliance with the restrictions applicable to Software as set out herein; and (v) Customer providing such information as is necessary for Supplier to replicate and validate any non-conformance of Software with the foregoing warranties. Supplier's obligations under this Section 8 shall not apply to: (a) normal wear and tear; (b) any off the shelf consumer goods that may

be incorporated into the Products; (c) any Product that is normally consumed in operation; (d) any Product that has a normal life inherently shorter than the Warranty Period specified in Section 8.2; (e) any Product, Software or Service that has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure including, without limitation, any of the events described in Section 7, or has otherwise been damaged or fails as a result of external causes outside the reasonable control of Supplier; (f) Unit Exchange Products; or (g) any third party Software. In the event Customer uses non-Supplier parts or software or non-Supplier approved repairs, then any damage to, failure of, or performance degradation of the Products, Software or Services indirectly or directly resulting from the use of such parts, software or repairs, shall not be warranted by Supplier. Further, if such parts, software or repairs cause personal injury, death or property damage to third parties, Customer shall indemnify and hold Supplier harmless from all claims and liabilities connected therewith.

8.5. This Section 8 provides the exclusive remedies for all claims based on failure of or defect in Products, Software or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Section 8 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. THE PRODUCTS, SERVICES AND SOFTWARE ARE NOT SAFETY DEVICES AND MUST NOT BE RELIED ON OR USED AS SAFETY DEVICES IN REPLACEMENT OF COMPREHENSIVE AND PROPER TRAINING, OVERSIGHT AND OPERATION. SUPPLIER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (A) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (B) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE MONITORED EQUIPMENT; OR (C) SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES, UNAUTHORIZED INTRUSIONS, OR ANY OTHER FORM OF SECURITY THREAT, COMPROMISE OR VULNERABILITY, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE. ANY PRODUCTS, SERVICES OR SOFTWARE NOT EXPRESSLY INCLUDED IN SUPPLIER'S SCOPE OF RESPONSIBILITIES IN THE CONTRACT ARE EXCLUDED.

9. Limitation of Liability.

9.1. The liability of Supplier on any single claim of any kind arising from or related to the formation, performance or breach of the Contract, or any Products, Software or Services, shall not exceed One Million United States Dollars (US$1,000,000.00) or the amount of Contract Price actually paid to Supplier, whichever is less. The total liability of Supplier for all claims of any kind in connection with, arising from or related to the formation, performance or breach of the Contract, or any Products, Software or Services shall not exceed in the aggregate: (i) the total amount of the Contract Price actually paid to Supplier under the Contract, or (ii) if Customer places multiple order(s) under the Contract, then with respect to all claims arising from or related to a particular order, the amount of the Contract Price applicable to such order that has actually been paid to Supplier.

9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUPPLIER SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF EQUIPMENT, SYSTEMS OR DATA, THIRD-PARTY CYBER-ATTACK, INTERRUPTION OF BUSINESS, COST OF REPLACEMENT POWER, COST OF SUBSTITUTE SERVICES, PRODUCT OR SOFTWARE, COST OF CAPITAL, DOWNTIME COSTS, INCREASED OPERATING COSTS, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, OR CLAIMS OF CUSTOMER'S CUSTOMERS OR OTHER CONTRACTORS (OF ANY TIER) FOR ANY OF THE FOREGOING TYPES OF DAMAGES. SUPPLIER SHALL NOT BE LIABLE FOR ADVICE OR ASSISTANCE THAT IS NOT EXPRESSLY PART OF THE SUPPLIER'S WORK SCOPE UNDER THE CONTRACT.

9.3. Any liability of Supplier arising hereunder shall end upon expiration of the applicable Warranty Period, provided that Customer may continue to enforce a claim for which it has given prior notice by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such Warranty Period.

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

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

10. Termination; Suspension.

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

10.2. If Customer terminates the Contract pursuant to Section 10.1: (i) subject to Sections 9.1 and 9.2, Supplier shall pay the actual substantiated direct damages incurred by the Customer due to the termination, provided Customer uses reasonable efforts to mitigate such damages; and (ii) Customer shall pay to Supplier: (a) the applicable Contract Price for any completed Products (provided same are delivered to Customer) and for any Software and Services provided up to the date of termination; and (b) lease fees incurred.

10.3. Supplier may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Customer: (i) becomes insolvent or bankrupt; or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Customer providing

payment security, making any payment when due, fulfilling any payment conditions or failing to comply with any of the restrictions applicable to Customer's use or disclosure of Software or other Data of Supplier pursuant to the Contract.

10.4. In the event Supplier terminates the Contract as provided in Section 10.3: (i) Supplier shall be entitled to retain any down payment, advance payments, progress payments and/or milestone payments made by Customer; (ii) Customer shall pay to Supplier the applicable Contract Price for any completed or substantially completed Products (provided same are delivered to Customer) and for any Software and Services provided up to the effective date of termination, plus expenses reasonably incurred by Supplier in connection with the termination. In addition, Customer shall pay Supplier a cancellation charge equal to 80% of the unpaid Contract Price applicable to uncompleted made-to-order Products or custom Software and 15% of the balance of the Contract Price that would have become payable to Supplier under the Contract but for the termination ("**Cancellation Charge"**). The parties acknowledge and agree such Cancellation Charge amounts are a genuine pre-estimate of the damages Supplier will incur as a result of termination of the Contract and are not a penalty.

10.5. Subject to Section 10.1, above, Customer may not terminate, suspend or cancel the Contract (or any portion thereof) without the prior written consent of Supplier, which consent shall be at Supplier's sole discretion. Supplier may condition its consent upon any or all of the remedies set forth in Section 10.4, above.

10.6. For purposes of this Section 10, the following shall apply when determining the amount due from Customer for Services performed before the date of termination: (i) for Services performed under time and material pricing, Customer shall pay for all hours performed at Supplier's then-current standard time and material rates; and (ii) for Services performed under a firm fixed price, Customer shall pay: (a) the applicable price for all milestones achieved; and (b) for any milestone not yet achieved, all hours performed in connection with the unachieved milestone(s) at Supplier's then-current standard time and material rates.

10.7. Customer shall pay all reasonable expenses incurred by Supplier in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, stand-around costs of personnel who are not re-assigned during the suspension (at Supplier's then-current hourly rates), and costs of storage during suspension. The schedule for Supplier's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

10.8. Either Customer or Supplier may terminate the Contract (or the portion affected) upon thirty (30) days advance notice if there is an excusable event (as described in Section 7, resulting in a continuous delay or non-performance under this Contract by the other Party) lasting longer than one hundred and twenty (120) days. In such case, Customer shall pay to Supplier amounts payable under Section 10.4, excluding the Cancellation Charge; provided, however, in the event the delay or non-performance was caused by acts or omissions of the Customer or its affiliates (or their agents, or other contractors or suppliers), the Cancellation Charge shall apply.

11. Data & Software.

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

11.2. Customer may not distribute copies of the Data or Software to others. Supplier and Customer acknowledge that the Data and Software are provided and protected pursuant to contractual obligations, and may be further protected by copyright, trade secret, and patent laws of the United States of America (and by applicable international treaties). Customer may not decompile, reverse engineer, disassemble, or reduce any Software to a human-perceivable form. CUSTOMER MAY NOT MODIFY, ADAPT, TRANSLATE, LEASE, LOAN, RESELL, DISTRIBUTE, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE, THE DATA, OR ANY PART THEREOF, INCLUDING THE LOOK AND FEEL OF ANY SOFTWARE, AND MUST NOT OTHERWISE COMMERCIALLY EXPLOIT THE SOFTWARE OR DATA OR MAKE THE SOFTWARE OR DATA AVAILABLE TO ANY THIRD PARTY.

11.3. Except to the extent Supplier has given prior written consent to Customer to permit the sharing of Data with a specified third party for the limited purposes of maintaining and/or optimizing Customer use of Software and/or related systems and/or to achieve compliance of Customer with applicable law and/or regulation, Customer shall not: (i) allow any third party to access Data, such as, but not limited to, intercepting equipment data streams, particularly during operation of equipment; and/or (ii) use Data or Software, or provide Data or Software to any other person, for the design, manufacture, repair, or maintenance of any products or processes. Customer shall not use Data or Software in the creation, manufacture, development, or derivation of repair and maintenance processes, modifications, spare parts, designs or configuration changes, or to obtain any regulatory approval of any of the foregoing. Nothing herein shall prohibit Customer from forward selling a Product acquired hereunder in which applicable Software is installed. Nothing herein shall obligate the Supplier to provide any support, upgrade or revision to any Software, except as otherwise agreed in writing between Customer and Supplier or otherwise required by applicable law and/or regulation.

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

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

12. Intellectual Property Indemnification.

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

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

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

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

13. Changes, Obsolescence, and End of Life.

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

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

13.3. Notwithstanding anything herein to the contrary, from time-to-time versions of Software or Products may become obsolete (and no longer available for purchase or license from Supplier), as determined by Supplier in its sole discretion. In such event, Supplier shall not be obligated to fulfill orders for such obsolete Software or Products, and Supplier will offer Customer the next generation software or product or new version of the software or product, if any is available, on terms no less reasonable overall than such terms as Supplier offers to third parties. If Customer does not procure the next generation software or product or the new version of the software or product if any is available, or if none is available, then Supplier shall have no further obligation with respect to pending orders for such obsolete Software and Products, and shall (after expiry of the applicable Warranty Period for such obsolete Software previously licensed to Customer or obsolete Products previously purchased by Customer) no longer be obligated to perform any support services being purchased hereunder to the extent related to the obsolete Software or Products.

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

14. Inspection & Factory Tests. Supplier will apply its normal quality control procedures in manufacturing Products and developing Software. Supplier shall attempt to accommodate requests by Customer to witness, at Customer's sole cost and expense,

Supplier's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

15. Confidentiality.

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

15.2. Paragraph 15.1 shall not restrict the Receiving Party from disclosing Confidential Information as follows: (a) Supplier may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract; (b) a Receiving Party may disclose Confidential Information to its auditors and tax advisors; (c) Customer may disclose Confidential Information to lenders as necessary for Customer to secure or retain financing needed to perform its obligations under the Contract; (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party; (e) the Receiving Party may disclose Confidential Information in response to a subpoena from a court, arbitration panel, or government or administrative body if it both promptly provides the Disclosing Party with written notice of the discovery request such that the Disclosing Party is able to seek a protective order or other appropriate remedy and cooperates with the Disclosing Party to obtain the protective order or other remedy; in the event that the protective order or other remedy is not obtained, the Receiving Party shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information; and (f) to the extent necessary to enforce the Receiving Party's rights under the Agreement. For each of these exceptions (a)-(f) to the general non-disclosure rule set forth in 15.1 to apply, the Receiving Party must obtain a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Supplier may also retain one archive copy of Customer's Confidential Information.

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

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

15.5. Nothing in this Section 15 grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party. As to any individual item of Confidential Information, the restrictions of this Section 15 shall expire the earlier of ten (10) years after the date of disclosure or five (5) years after termination or expiration of the Contract. This Section does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

16. Governing Law; Dispute Resolution

16.1. The Contract and any dispute, controversy, or proceeding arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law rules that would cause the application of laws of any jurisdiction other than those of the State of Delaware (the "**Governing Law**"). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

16.2. Any dispute, controversy or claim arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be resolved in accordance with this Section 16. If a dispute is not resolved by negotiations, either party shall, by giving written notice that summarizes the nature of the dispute, refer the dispute to a meeting of appropriate higher management, to be held within thirty (30) days after the giving of notice, or such later date as may be mutually agreed. If the dispute is not resolved at the senior management level, the parties shall, within thirty (30) days of the management meeting, or such later date as may be mutually agreed, mediate the dispute in Delaware or Geneva, Switzerland, depending on the location of the parties as described below. If the dispute is not resolved at the mediation, either party may commence arbitration or court proceedings as set forth below:

(i) If the Customer, or any of its affiliates with connections to this Contract, has offices in North America, legal action will exclusively be brought and resolved in the United States District Court for the District of Delaware (where federal jurisdiction exists) or the Courts of the State of Delaware (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals in such courts. Customer agrees that jurisdiction and venue in these Delaware courts is appropriate, and irrevocably submits with respect to any action or proceeding brought pursuant to this Section 16 for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts of Delaware, and irrevocably waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for any proceeding brought pursuant to this Section 16.

(ii) If neither the Customer nor any of its affiliates with connections to the Contract has offices in North America, the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). For all matters submitted to arbitration, the number of arbitrators shall be one, unless the amount in dispute exceeds the equivalent of U.S. $5,000,000, in which event it shall be three, and they shall be selected in accordance with ICC rules. When three

arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days; the third shall be the Chairman. The seat, or legal place, of arbitration, shall be Geneva, Switzerland, or such other location as may be mutually agreed by the parties. The arbitration shall be conducted in English. Relevant documents in other languages shall be translated into English if the arbitrators so direct. In the event of a conflict between the English version and the original version of any documents, the English version shall control. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties. All statements made and documents provided or exchanged in connection with the dispute resolution process described in Section 16 are confidential and neither Party shall disclose the existence or content of the dispute or claim, or the results of the arbitration, to third parties other than outside counsel, except with the prior written consent of the other Party or pursuant to legal process.

16.3. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

16.4. Notwithstanding the foregoing, each party shall have the right at any time to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Section 15 and/or the nuclear use restrictions set forth in Section 17, and/or for Supplier to protect or enforce any patent, trademark, copyright or other intellectual property right, Confidential Information or trade secrets, or to seek interim or conservatory measures.

16.5. With respect to the dispute resolution process described in this Section 16, or otherwise pursuant to the terms of the Contract, the parties agree that Supplier will not be required to disclose the basis (including but not limited to costs and margins) for its determination of list prices or fees for Products, Software or Services set forth in its general catalogs or such other prices or fees for Products, Software or Services as may have been agreed to with Customer or proposed by Supplier. Customer agrees not to seek that information in discovery whether the proceeding takes place in court or in arbitration.

16.6. To the extent that either party seeks Confidential Information in the course of any court or arbitration proceeding, the parties agree to enter into an appropriate protective order to ensure the confidential treatment of such information, and that, for highly Confidential Information (excluding the information described in paragraph 16.4, which will not be produced under any circumstances), the protective order will allow for the production of such information on an “attorneys’ eyes only” basis, or for review only by the arbitrator or arbitrators or the court.

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

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

18.1. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organizational measures have the meaning attributed to them under the relevant Data Protection Legislation applicable to Supplier with regard to the Products, Software and Services provided by Supplier to the specific Customer. “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in all relevant jurisdictions, including but not limited to the EU GDPR, the UK GDPR, the Data Protection Act 2018, California Consumer Privacy Act, Connecticut Data Privacy Act, Colorado Privacy Act, Oregon Consumer Privacy Act, Texas Data Privacy and Security Act, Utah Consumer Privacy Act, and Virginia Consumer Data Protection Act (and regulations made thereunder), each as amended or superseded from to time.

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

18.3. The parties acknowledge that for the purposes of the Data Protection Legislation, Customer is the Controller and Supplier is the Processor. Customer will ensure that, where required, it has all necessary appropriate consents and notices in place to enable lawful transfer of applicable Personal Data to Supplier and processing by Supplier for the duration and purposes of the Contract.

18.4. Acting as a Processor, Supplier shall, in relation to any Personal Data processed in connection with the performance by Supplier of its obligations under the Contract:

(i) process that Personal Data only on the documented written instructions of the Customer unless Supplier is required by local applicable law to otherwise process that Personal Data. Where Supplier is relying on local applicable law as the basis for processing Personal Data, Supplier shall promptly notify the Customer of this before performing the processing required by the local applicable unless the local applicable law prohibits Supplier from so notifying Customer;

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

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

(iv) assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

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

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

(vii) maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.

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

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

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

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

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

19. Site Access; Health & Safety Matters.

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

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

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

20. General.

20.1. Supplier may assign or novate its rights and obligations under the Contract, in whole or in part, without Customer's consent, to any of Supplier's subsidiaries or affiliates, or to any purchaser or other successor in interest of Westinghouse Air Brake Technologies Corporation (or portion thereof to which the Contract relates), and may assign any of its accounts receivable under the Contract to any party for factoring purposes. Customer agrees to execute any documents that may be necessary to complete Supplier's assignment or novation. Supplier may subcontract portions of the work, so long as Supplier remains responsible for the subcontracted

work. The delegation or assignment by Customer of any or all of its rights or obligations under the Contract without Supplier's prior written consent (which consent shall not be unreasonably withheld) shall be void.

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

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

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

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

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

ANNEX A

UNIT EXCHANGE PRODUCTS & REPAIR AND RETURN SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions (the "**STC**"), which are attached to and form an integral part of the Standard Terms and Conditions of Sale, apply to the sale by the Supplier to the Customer of a) Unit Exchange Product (s), and b) Repair and Return Services, as those terms are defined below. Customer's purchase of Unit Exchange Product(s) ("**UX Product**") and/or of Repair and Return Services ("**R&R**") is governed by the terms of Supplier's quotation (the "**Quotation**"), the Standard Terms and Conditions of Sale, and these STC, provided that in case of inconsistencies, discrepancies and/or contradictions between the Standard Terms and Conditions of Sale and these STC, the latter shall prevail and take precedence as far as the sale of Unit Exchange Product(s) and Repair and Return Services (R&R) is concerned.

A – SALE OF UNIT EXCHANGE PRODUCT(S)

The price quoted by Supplier and paid by Customer for the ordered UX Product is based upon the assumption that a Core will be returned to the Supplier in full compliance with the present STC, including but not limited to Supplier's requirements pertaining to the condition, upon its receipt by the Supplier, of the Core (the "**Quoted Pricing**"). Any UX Products ordered by the Customer will be sold and shipped by Supplier from Supplier's Core pool stock.

1. **Unit Exchange Product(s) Return Process**:

1.1 Customer shall return to Supplier all components and/or products to be replaced ("**Core**") by a UX Product for repair and replenishment of Supplier's pool stock at Supplier's designated repair point (which may be different from the shipment point) within the following days, unless otherwise agreed in writing by the Parties:

a. Thirty (30) days from shipment by the Supplier to the Customer of the sold UX Product for any Core returns originating from North America (including Canada) and Mexico;
b. One-hundred and fifty (150) days from shipment by the Supplier to the Customer of the sold UX Product for any Core returns originating from any location other than North America (including Canada) and Mexico.

If Customer fails to return to Supplier the Core within the above mentioned timeframe and does not cure such a failure within seven (7) days from receipt of Supplier's notice notifying Customer of its failure to meet the said timeframe, then Supplier shall be entitled to charge Customer an additional amount representing the difference between the Quoted Pricing (e.g. amount the Customer would have otherwise paid or already paid for such Unit Exchange Product with respect to which a core is returned that is not rejected by the Supplier) and the full price of a UX Product according to the then applicable price list in effect for UX Product sold as new and without any Core's return, and Customer shall be liable to pay such additional amount within 15 days from invoice's date.

1.2 All Core must be packaged and shipped by Customer to Supplier in a manner suitable to protect the Core from any conditions that may adversely affect the Core and/or from damages that may occur during transport. Furthermore, all packaging, packaging materials, and labeling must comply with all applicable laws and regulations, and with Supplier's instructions (if any). Customer is responsible for all freight charges associated with the return of the Core(s), which shall be shipped DAP to Supplier's repair point as stated on the Return Material Authorization ("**RMA**"). Upon Supplier's request, Customer shall provide a proof of shipment. If the Core is not protected as specified above and/or does not comply with shipping regulations and/or Supplier's instructions (if any), Supplier may refuse receipt of the Core and Customer shall be responsible for all associated freight and packaging costs;

1.3 All Cores must be returned according to the RMA, which is issued by Supplier's designated representative. Cores must be "in-kind", fully assembled and complete, with no missing parts. Supplier shall inform Customer if a Core is returned with missing or damaged components.

2 Rejection of the Core and/or no return of Core:

2.1 Causes for Core's rejection. Supplier may reject any Core that:

a. is not "in kind" or upgradeable to an "in kind" core of the sold UX Product;
b. has structural damage or has been involved in a catastrophic failure;
c. is not fully assembled or complete;
d. is beyond economic repair;
e. is not returned in a timely manner per Section 1 above; and/or
f. does not include the required part markings or freight documentation as instructed on the RMA per Section 1.2 above.

2.2 Consequences of rejection.
   a. If Supplier rejects a Core, then Supplier shall notify Customer, and Customer shall have ten (10) days to arrange with Supplier in writing to return another Core. If Customer does not respond to Supplier's notice or does not wish to return another Core, then Supplier will invoice Customer an additional amount as set forth under sub-section 2.2b below;
   b. Should Supplier reject a Core provided by the Customer, or no core is returned to the Supplier, Customer shall, with respect to each UX Product ordered by the Customer, pay, upon receipt of Supplier's invoice, an additional amount representing the difference between the Quoted Pricing (e.g. amount the Customer would have otherwise paid or already paid for such Unit Exchange Product with respect to which a core is returned that is not rejected by the Supplier) and the price of a UX Product according to the then applicable price list in effect for UX Product sold as new and without any Core's return, which price is subject to change without notice.
   c. When a Core is rejected by Supplier, Customer may reclaim the same by paying all freight charges associated with returning the rejected Core to its place of origin. If Customer fails to reclaim any rejected Core within thirty (30) days of Supplier's rejection of the same, then such rejected Core shall be deemed abandoned by Customer, and Supplier will be free to dispose of the same in any manner.

3 **Title over returned and accepted Core:** Customer acknowledges and agrees that any Core not rejected by the Supplier shall become Supplier's sole and exclusive property.

B- SALE OF REPAIR AND RETURN SERVICES (R&R)

R&R Products shall mean those products that are repaired by Supplier under an order placed by Customer, consistent with Supplier's quotation, for the R&R of dirty cores. The price to be paid by the Customer for the R&R Products shall be as specified in Supplier's quotation, provided that such price may be adjusted according to the schedule and escalation formula that may be included in Supplier's quotation.

1. R&R Products Process:

1.1 Customer must first place an order, consistent with Supplier's quotation, for the R&R of dirty cores;

1.2 Upon acceptance by Supplier of Customer's order, Customer shall deliver all dirty cores to be repaired to Supplier's designated repair point (which may be different than the shipment point) as set forth in the below sub-sections;

1.3 All dirty cores must be packaged and shipped by Customer to Supplier in a manner suitable to protect the core from any conditions that may adversely affect the core and/or from damages that may occur during transport. Furthermore, all packaging, packaging materials, and labeling must comply with all applicable laws and regulations, and with Supplier's instructions (if any). Customer is responsible for all freight charges associated with the shipment of the core(s), which shall be shipped DAP to Supplier's repair point as stated on the Return Material Authorization ("**RMA**"). Upon Supplier's request, Customer shall provide a proof of shipment. If the core is not protected as specified above and/or does not comply with shipping regulations and/or Supplier's instructions (if any), Supplier may refuse receipt of the core and Customer shall be responsible for all associated freight and packaging costs;

1.4 All cores must be returned according to the RMA, which is issued by Supplier's designated representative. Cores must be "in-kind", fully assembled and complete, with no missing parts. Supplier shall inform Customer if a core is returned with missing or damaged components.

1.5 Upon receipt of the dirty core(s) and provided that the said core is not rejected by Supplier, Supplier shall perform the R&R and send back the R&R Product to the Customer upon completion of repair.

2. Rejection of the core:

2.1 Causes for core's rejection. Supplier may reject any core that:
   a. is not "in kind" or upgradeable to an "in kind" core;
   b. has structural damage or has been involved in a catastrophic failure;
   c. is not fully assembled or complete;
   d. is beyond economic repair; does not include the required part markings or freight documentation as instructed on the RMA per Section 1.2 above.

2.2 Consequences of rejection. If a core is rejected by Supplier, then Supplier shall notify Customer, and Customer may reclaim the same by paying all freight charges associated with returning the rejected core to its place of origin. If Customer fails to reclaim any rejected core within thirty (30) days of Supplier's rejection of the same, then such rejected core shall be deemed abandoned by Customer, and Supplier will be free to dispose of the same in any manner.