

# State, Local Government, and Higher Education Addendum

This State, Local Government, and Higher Education Addendum (“SLED Addendum”) is incorporated into and forms part of the Base Terms and applicable Supplemental Terms between Siemens and Customer identified on the Order (“Agreement”). This SLED Addendum applies only to state, local, or public education entities created by the laws (including constitution or statute) of the applicable state (“SLED”). Siemens acknowledges that statutes and regulations governing SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, to the extent the deviations set forth in this SLED Addendum are required by applicable law, Siemens and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

**Capitalized terms used but not otherwise defined in this SLED Addendum shall have the meanings given to them in the Agreement.**

## SLED terms

### 1.1. Public Disclosure Laws

Siemens acknowledges that some or all of the terms of the Agreement, including the terms and conditions thereof, related Orders, Statements of Work, other attachments, or pricing information, may be subject to Right-to-Know or Freedom of Information Laws. If Customer requires any assistance from Siemens in any matter arising out of such laws related to this Agreement, it shall notify Siemens as required by applicable law using the notice contract information in the Agreement. If Siemens reasonably considers any part of the request to include a trade secret or Confidential Information, Siemens shall, to the extent permitted by applicable law, promptly notify Customer explaining why the requested material is exempt.

### 1.2. Fees and Taxes

Siemens understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

### 1.3. Indemnification, Defense

- 1.3.1. **Indemnification.** To the extent applicable law prohibits Customer from indemnifying Siemens, any terms or conditions in the Agreement requiring Customer to indemnify Siemens shall be deemed void and not binding against Customer.
- 1.3.2. **Government Control of Defense.** Any provision of the Agreement requiring Siemens to defend or indemnify Customer is hereby amended, to the extent required by applicable laws, to provide that the applicable State Attorney General’s Office has the sole right to represent the SLED entity in litigation and other formal proceedings.

### 1.4. Statute of Limitations

Applicable state statute of limitations applies to any claim.

## 1.5. Termination for Non-Appropriation

Siemens understands that Customer may be dependent on the appropriation of funding by a granting agency, a municipality, region or state, or a governing body. In the event that funds are not appropriated or otherwise made available to Customer to support the continued performance of this Agreement or any Order thereunder, Customer shall have the right to terminate the Order upon reasonable prior written notice, and Siemens shall cease performance as of the termination effective date; provided, however, Customer will not be entitled to a refund or offset of previously paid but unused fees.

## 1.6. Non-Renewal

Siemens agrees that any Order shall not automatically renew where impermissible by law.

## 1.7. Controlling Law, Venue, Sovereign Immunity and Disputes

- 1.7.1. **Controlling Law.** The Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.
- 1.7.2. **Sovereign Immunity.** Nothing in the Agreement shall be interpreted to waive any sovereign immunity protections of Customer.
- 1.7.3. **Arbitration.** Any language requiring arbitration is hereby deleted.