Master Service Agreement for the Use of teamplay
(US Version: May 10, 2019)

1. Definitions

In this document the following terms shall have the meaning set out below:

"Data" shall mean Network Data, Patient Data, and User Data.

"Database" shall mean the cloud-based database operated by Microsoft Corp. and configured to receive and store processed Data transmitted by the Receiver.

"Individual User" shall mean an authorized agent or other authorized employee of the Institution.

"Institution" shall mean the institution, hospital or other legal entity for which the Individual User is working and which is the contractual party to this MSA.

"MSA" shall mean this Master Service Agreement for the use of teamplay including the Receiver Terms.

"Network Data" shall mean Patient Data and any other data being extracted from the connected devices.

"Patient Data" shall mean any information concerning the personal or material circumstances of an identified or identifiable patient to be shared with and/or transferred to other users and/or processed within teamplay depending on the feature.

"Privacy Policy" shall mean the teamplay data privacy policy governing the handling of Individual Users' Registration Data as defined in Section 3.2, to be provided during the online registration by each Individual User.

"Receiver" shall mean the receiver software downloaded by the Institution to its IT infrastructure to process the extraction of Data from the connected devices and, where applicable, perform Data minimization pursuant to Institution-selected settings (if applicable), and upload such processed Data to the Database.

"Receiver Terms" shall mean the terms and conditions attached hereto as License Schedule.

"Services" shall mean the applications either (a) listed as 'teamplay applications' at http://siemens.com/teamplay and all sub domains provided subject to the MSA; or (b) available through teamplay.

"Siemens" shall mean Siemens Medical Solutions USA, Inc., located in Malvern, Pennsylvania, as the service provider of teamplay.

"teamplay" shall mean the web-based platform offering the Services.

"User Data" shall mean any personal information or data submitted, disclosed or shared by the Individual User within the online community, the clinical network or teamplay, except for Patient Data.

2. Scope of the MSA

2.1 This MSA governs the contractual relationship between the Institution and Siemens with respect to teamplay and the Receiver. If the Institution uses a free trial or Basic Account of teamplay, this MSA shall also govern the free trial or Basic Account. Further terms and conditions shall apply for any paid subscriptions purchased by Institution in accordance with section 5 below.

2.2 teamplay is not a medical product. TEAMPLAY IS NOT INTENDED FOR PRIMARY DIAGNOSIS AND IS NOT INTENDED FOR DETAILED TREATMENT PLANNING OR TREATMENT OF PATIENTS.

2.3 teamplay is provided for use by Individual Users upon online registration and acceptance of the Privacy Policy, for use in their course of professional activities only.

3. Registration

3.1 The Institution shall control access of Individual Users to teamplay. Institution agrees that teamplay is proprietary to Siemens and Institution shall not grant access to teamplay to competitors of Siemens.

3.2 The Institution further agrees and ensures that each Individual User shall:
   a. Register prior to using teamplay by entering all user information requested as part of the registration process and by accepting the Privacy Policy;
   b. Not use pseudonyms or pen names;
   c. Provide only accurate and complete information for registration purposes ("Registration Data");
   d. Correct the Registration Data without undue delay in the event of any changes in the Registration Data;
   e. Provide adequate proof to verify his or her Registration Data if so requested by Siemens, with the acknowledgment that Siemens may disable access to an Individual User account until receipt of such proof;
   f. Keep his or her password secret at all times, and avoid disclosing such password to any third party or to Siemens (Siemens will not ask for any passwords at any time);
   g. Only establish one (1) user account and may not share such account with any other user or any other individual; and
   h. Be responsible for the contents of all User Data posted, submitted or otherwise disclosed by such Individual User.

4. Restrictions on Use

4.1 teamplay shall not be used for any purpose that is unlawful or prohibited by this MSA. The Institution shall comply, and shall ensure that its Individual Users comply, with all applicable local, state, national and foreign laws, treaties, regulations and third-party rights, including, without limitation, those related to data privacy, international communications, the transmission of technical or personal information, and government regulations. Institution is solely responsible for the use or the misuse of teamplay by Individual Users.

4.2 The Institution shall be responsible for obtaining and maintaining technical equipment, resources and other requirements needed to access and use teamplay, including but not limited to computer hardware, software, communication devices and internet access ("Equipment"). For the avoidance of doubt, Equipment does not include the Receiver. Any costs

arising out of or in connection with the Equipment shall be borne by the Institution.

4.3 Without limiting the foregoing, Siemens may disable, restrict access to or the availability of teamplay if it determines any of the restrictions on use have been violated. Siemens may also delete any content, information or other material that Siemens deems to be illegal, offensive or otherwise in violation with this MSA.

5. Subscriptions

5.1 Siemens offers two types of subscription accounts: a Basic Account and a Premium Account, herein collectively referred to as "Account". A Basic Account is provided at no cost and may be upgraded by the Institution to a Premium Account with premium subscription packages and/or subscription-based features ("Paid Subscription(s)") which are subject to additional fees. Details on Paid Subscriptions are provided at http://siemens.com/teamplay. Please contact a Siemens sales representative with regard to Paid Subscription(s).

5.2 Unless stated otherwise in a corresponding quote, any Paid Subscription shall be valid for at least three (3) years beginning from the first day of the month following the day of purchase. After the contract period set forth in any underlying quote for the Paid Subscription, the Institution is entitled to terminate the Paid Subscription with three (3) months prior notice and receive a pro rata refund of fees paid in advance.

5.3 As part of an offer for Premium Subscriptions, Siemens will list required installation and/or configuration services provided by Siemens. Siemens' support regarding the Receiver, teamplay and the Database are dependent on the type of Account. For details ask your Siemens representative.

6. Responsibility for User Data and Patient Data

6.1 Some of the Data provided by the Institution to Siemens qualifies as personal information in the meaning of applicable federal and state privacy laws and regulations ("Personal Data"). In this regard, the parties shall comply with their respective obligations under any and all applicable federal or state privacy laws and regulations in connection with this MSA.

6.2 Siemens and/or third-party access may not be completely excluded for Data uploaded to the Database after processing by the Receiver. In addition, Siemens and/or its affiliates may offer remote support services in connection with the Services and/or the Receiver. When using such remote support services, Siemens and/or its affiliates may get access to Data that may contain Personal Data.

6.3 The Institution is solely responsible for using the Services, related content, and teamplay in a manner consistent with all applicable federal and state privacy laws and regulations relating to the use and disclosure of Personal Data, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any regulations promulgated thereunder relative to the protection of Protected Health Information (PHI) as defined by HIPAA and HITECH. The Institution warrants that Patient Data, including PHI, disclosed to Siemens by the Institution and/or its Individual Users of the Services, the equipment and the Receiver, is collected and processed in accordance with applicable federal and state privacy laws and regulations, including any notifications and consents required with respect

to supporting the rights of individuals under such laws or regulations. The Institution represents and warrants that the submission and disclosure, as well as the further processing of Data within teamplay and the Services hereunder, is permitted in accordance with all applicable federal and state privacy laws and regulations.

6.4 If the Institution uses Receiver settings requiring patient consent, the Institution is responsible to obtain such patient consent from all potential data subjects before using such settings. If any required consents from patients have not been obtained for the use of such patients' Patient Data with teamplay, the Institution is responsible to block such patients as described under Section 6.5 below.

6.5 In order to fulfill its obligations under this Section 6, the Institution will be able to use privacy settings of the Receiver to assist the Institution to comply with its local legal requirements. Upon request of the relevant data subject or any person entitled, the Institution shall immediately cease using teamplay based on settings permitting the use of Data of such data subject and block such Data for processing by the Receiver. The Institution is responsible for the settings of the Receiver required to fulfill the aforementioned obligations. The settings will provide for the possibility to either blacklist several patients or to place a tag into the DICOM data file within each study.

6.6 Older medical devices being connected via the DICOM nodes to the Receiver might submit Data required for the teamplay functionalities in the form of so called black images (i.e. as burned in information represented in a DICOM secondary capture image). In such cases the required information is directly scanned from the DICOM image via an embedded OCR scan in the Receiver. In order to perform such scan the black image needs to be of good image quality. If the image quality is poor the scan might either not be error-free or the Receiver might not be able to black-out the relevant information according to the settings before submitting the derived information to the Database. Institution acknowledges that, in such case, as well as in case the scanner is not correctly recognized, the Receiver may submit Personal Data to the Database despite the more restrictive settings.

6.7 To the extent required by HIPAA, HITECH, and any regulations promulgated thereunder, Siemens will appropriately safeguard PHI made available to or obtained by Siemens from the Institution pursuant to the Services. Without limiting the Institution's obligations and understandings otherwise set forth in Sections 6.3 through 6.5 above or imposed by applicable law, Siemens agrees to comply with applicable requirements of law relating to PHI received from the Institution. Specifically, Siemens shall:
(a) not use or disclose PHI received from the Institution other than as permitted or required by the Services or as required by law, and limit any use or disclosure of such PHI to a limited data set or the minimum necessary to accomplish the intended purpose of such use or disclosure;
(b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on the Institution's behalf, and comply, where applicable, with the HIPAA Security Rule with respect to such electronic PHI, and otherwise use appropriate safeguards to prevent use or disclosure of such PHI, other than as necessary to provide the Services;
(c) report any improper use or disclosure of PHI received from the Institution and any security incident involving such PHI, of

which Siemens becomes aware, in compliance with HIPAA and HITECH;

(d) in accordance with applicable HIPAA and HITECH requirements, ensure that any subcontractors or agents to whom Siemens provides PHI received from, or created or received by Siemens on the Institution's behalf, agree to the same restrictions and conditions that apply to Siemens with respect to such PHI;

(e) make PHI received from the Institution available to the Institution as necessary and required for the Institution to respond to individuals' requests for access to such PHI about them, provided that such PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by the Institution to so maintain and service such PHI;

(f) make PHI received from the Institution available to the Institution for amendment as necessary for the Institution to comply with applicable law, provided that such PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by the Institution to so maintain and service such PHI;

(g) make available the information in its possession as necessary and required for the Institution to provide an accounting of disclosures of PHI received from the Institution as required by applicable law;

(h) mitigate, to the extent practicable, any harmful effect that is known to Siemens of a use or disclosure of PHI received from the Institution by Siemens in violation of the Services or of applicable law;

(i) make Siemens' internal practices, books, and records relating to the use and disclosure of PHI received from the Institution available to the Secretary of the United States Department of Health & Human Services for purposes of determining the Institution's compliance with applicable law; and

(k) upon expiration or termination of the services, return or destroy PHI received from the Institution in Siemens' possession and retain no copies of such PHI, if it is feasible to do so. If return or destruction is not feasible, Siemens agrees to extend all protections contained herein to Siemens' use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

6.8 If the Institution and Siemens have entered into a Business Associate Agreement ("BAA") applicable to the Services hereunder, the BAA shall prevail in case of inconsistencies between the obligations in Section 6.7 and the applicable BAA.

6.9 Siemens does not make any warranties or representations regarding any Data, Personal Data, and/or any other information provided or made available by any Individual User on teamplay or on any external website linked to it. Siemens does not warrant or represent that any such data or information is true or accurate.

7. Ownership; Third Party Licenses; Use Rights; Feedback

7.1 Siemens and/or its licensors own all legal right, title and interest in and to the Services, and any software provided to the Institution as a part of and/or in connection with teamplay and the Receiver, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. The Services and such software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Neither the Institution nor any third party shall obtain any express or implied rights in or to any part of teamplay.

7.2 For the avoidance of doubt, Siemens does not claim ownership of Data submitted or made available through the Receiver. The Institution hereby grants the perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unlimited, transferable and within Siemens sublicensable right to use the Data for lawful purposes such as benchmarking, improvement of Siemens' services and other services. Upon termination or inactivation of the Institution's Account, such right shall be restricted to a use of the Data in anonymized or de-identified form.

7.3 Siemens may make any and all uses and disclosures of PHI uploaded to teamplay by the Institution as necessary for Siemens to perform its obligations or exercise its rights under this MSA, including:

(a) use the PHI for Siemens' proper management and administration and to carry out its legal responsibilities;

(b) disclose the PHI to a third party for Siemens' proper management and administration or to carry out Siemens' legal responsibilities, provided that the disclosures are required by law or Siemens obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under HIPAA and/or HITECH, and the third party agrees to notify Siemens of any instances in which the confidentiality of the information has been breached;

(c) provide data aggregation services related to the healthcare operations of the Institution; and

(d) de-identify the PHI, and use such de-identified data, in accordance with the de-identification requirements under HIPAA.

8. Term and Termination

8.1 The Institution's Account shall begin as of the date when the Account is activated by Siemens and shall remain in full force and effect for an unlimited period of time.

8.2 Any Paid Subscription(s) shall run for the period defined in the corresponding quote. Unless otherwise indicated by the Institution or Siemens, if a Paid Subscription has been terminated, the Account will continue as a Basic Account at no cost. The provisions of this section shall not affect the right of the Institution or Siemens to terminate the Account for good cause.

8.3 Siemens may terminate the Institution's Account or parts of the Services with immediate effect upon notice in case of a material breach of this MSA by the Institution or its Individual Users that is not cured within thirty (30) days' notice of such breach. In addition, Siemens shall be entitled to delete Data posted or submitted by the Institution (or its Individual Users), issue a warning, and/or block access to teamplay until such material breach is cured.

8.4 Siemens may also terminate the Institution's Account or parts of the Services with immediate effect upon notice (a) if any of the Services is not in conformity with applicable laws and legal conformity cannot be ensured within a reasonable time, or the establishment of such conformity would be unduly burdensome or otherwise unlawful for Siemens, or (b) in order to comply with applicable law or requests of governmental entities, or (c) if Siemens' relationship with a third party who provides services or any other technology necessary to provide teamplay to the Institution expires, terminates or requires Siemens to change the way of use of such services or other technology as part of teamplay provided Siemens provides at

least thirty (30) days' notice or similar means of communication in such event to the extent possible and, if such notice is not possible, to the extent Siemens provides as much notice or similar means of communication as possible under the circumstances, or (d) Siemens is no longer able to provide the Services due to circumstances beyond Siemens' reasonable control, or (e) if Siemens has decided to suspend or no longer offer teamplay by providing at least three (3) months prior notice.

8.5 Upon termination of the Institution's Account, Siemens shall be relieved of any obligations to grant access to teamplay and to provide any Services.

8.6 In the event of a legitimate termination for good cause attributable to Siemens, or upon Account termination according to section 9.2, or termination by Siemens according to section 8.4, the Institution shall be entitled to reimbursement of any prepaid Fees covering the remainder of the term of the Institution's Account after the effective date of termination or unused portions of the Institution's Paid Subscription(s). For the avoidance of doubt, in case of termination in accordance with section 8.3, the Institution shall not be entitled to claim reimbursement of any advance payments.

9. Modifications

9.1 Siemens may restrict, alter or reduce the Services, or modify this MSA or the Privacy Policy at any time by providing a revised version of the MSA or the respective document ("Revised Terms") in accordance with section 9.2 below.

9.2 Siemens will give the Institution at least four (4) weeks' notice of any material modification of the respective terms by sending an email. In case of a material modification, Institution shall, notwithstanding section 8.2 above, be entitled to terminate its Institution Account or the respective Paid Subscription within four (4) weeks following Institution's receipt of notice of the Revised Terms.

9.3 Non-material modifications will be performed subject to Siemens' discretion and will be accessible by following a respective link in the teamplay application.

10. Intellectual Property Indemnification

10.1 Siemens will indemnify, defend and hold harmless at its own expense any suit or action against Institution brought by a third party to the extent that the suit or action is based upon a claim that the Service, the Receiver or teamplay infringes any copyright or patent, or misappropriates any trade secrets recognized as such ("Claim"), and Siemens will pay those costs and damages awarded by a court of competent jurisdiction against Institution in any such suit or action. Institution will take all reasonable steps to cooperate with Siemens in Siemens' efforts to mitigate any potential damages, costs and expenses incurred by Siemens under this provision.

10.2 Siemens shall only be liable as set out in section 10.1 if the Institution gives Siemens prompt written notice of any alleged or threatened Claims, allows Siemens on its request to control the defense and/or settlement of such claim, does not consent to any judgment or decree or does any other act in compromise of any Claim without first obtaining Siemens' written consent and provides to Siemens all reasonable cooperation and information as may be requested by Siemens.

10.3 Notwithstanding section 10.1, Siemens shall not be liable with respect to any Claims arising out of or relating to: (a) any Institution application or third-party application; (b) use of the Services, the Receiver or teamplay in connection or in combination with equipment, devices, or software not provided by Siemens (but only to the extent that the software alone would not have infringed); or (c) the use of the Services, the Receiver or teamplay other than as permitted under this MSA.

11. Data Backup

TEAMPLAY IS NOT DEVELOPED FOR DATA BACKUP AND DOES NOT SUBSTITUTE ANY BACKUP OR STORAGE SYSTEM FOR ELECTRONIC DATA. IT IS WITHIN THE INSTITUTION'S RESPONSIBILITY TO KEEP BACKUPS OF ANY AND ALL OF THE INSTITUTION'S DATA INCLUDING PATIENT DATA.

12. Limitation of Liability

12.1 Except as otherwise stated herein and subject to sections 12.2 through 12.5 below, each party to this MSA agrees to be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.

12.2 IN NO CASE SHALL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND IRRESPECTIVE OF THE THEORY OR CAUSE OF ACTION UPON WHICH THE DAMAGES MIGHT BE BASED.

12.3 IN NO EVENT SHALL SIEMENS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY DATA TO THE EXTENT SIEMENS COMPLIES WITH THE TERMS OF THIS MSA.

12.4 UPON TERMINATION OR INACTIVATION OF INSTITUTION'S ACCOUNT, EITHER BY INSTITUTION OR SIEMENS, DATA THAT HAS BEEN ONCE TRANSFERRED BY INSTITUTION WILL BE PERMANENTLY AND IRREVOCABLY DELETED. IN ANY EVENT, SIEMENS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF DATA AS A RESULT OF SIEMENS' DELETION OF DATA AFTER TERMINATION OR INACTIVIATION OF INSTUTION'S ACCOUNT IN ACCORDANCE WITH THE TERMS OF THIS MSA.

12.5 Limitations of Liability contained in this Section shall not apply to the extent such liability arises as a result of a party's gross negligence, willful misconduct, indemnity obligations, or to liability related to bodily injuries, compromised health or death.

13. Warranties

13.1 Siemens represents and warrants that the Services and the Receiver do not include (a) any virus or other code typically described as a virus or by similar terms (such as a Trojan horse, worm or backdoor) that may disrupt, damage, or interfere with Institution's use of the Services; or (b) any feature or function that may enable Siemens or any third party to (i) discontinue Institution's effective use of the Service; (ii) erase, destroy, corrupt, restrict the use of or modify any of Institution's Data without the consent of Institution; or (iii) bypass any internal or external software security measure in order to obtain access to the systems of Institution's Data without the written consent of Institution.

13.2 SIEMENS MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND,

EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS OR CAPABILITIES OF TEAMPLAY OR ANY GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. SIEMENS DOES NOT WARRANT ANY PARTICULAR RESULTS THAT MAY BE OBTAINED BY THE USE OF TEAMPLAY OR THAT THE SERVICES OR THE RECEIVER WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER, OR IN COMBINATION WITH THIRD PARTY PRODUCTS.

14. Notices

14.1 If the Institution provides Siemens with a contact email address, the Institution will receive all required notices electronically by using that email address. It is the Institution's responsibility to update or change its email address as appropriate.

14.2 Notices to the Institution will be provided by email or as notification within teamplay.

14.3 Unless otherwise stated, the Institution's notices to Siemens shall be sent by email to teamplayamericas.healthcare@siemens.com.

15. General Provisions

15.1 This MSA shall be governed by the laws of the State of Pennsylvania, USA excluding conflict of laws provisions.

15.2 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, to the extent permitted by law, either party may assign rights and obligations relating to this MSA in whole or in part, without the other party's consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this MSA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.3 In case any of the provisions of this MSA shall be held to be invalid or unenforceable in any respect, the remaining provisions shall remain in full force and effect.

15.4 Insurance: Siemens shall maintain general and professional liability insurance with minimum coverage levels of $1,000,000 per occurrence and $3,000,000 annual aggregate.

15.5 Exclusion: Siemens shall notify Institution without undue delay in the event Siemens becomes an excluded individual from a government healthcare program.

15.6 It is technically impossible to achieve 100% availability of teamplay and the Receiver. In particular, Siemens shall not be responsible or liable, directly or indirectly, for any unavailability of teamplay or the Receiver caused by circumstances beyond Siemens' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Siemens employees), or internet or cloud service provider failures or delays to the extent such internet or cloud service provider failures or delays are caused by any of the foregoing. In the event of planned downtimes, Siemens will provide prior notice as soon as reasonably feasible.

License Schedule: Receiver Terms

Article 1 - Definitions

1.1   "Agreement" shall mean this license schedule.

1.2   "Licensed Software" shall mean the software program referred to as Receiver in Object Code format.

1.3   "Object Code" shall mean code for the Licensed Software resulting from translation of source code into machine readable format appropriate for execution by hardware.

Article 2 - License Grant

2.1   Subject to the terms of this Agreement, Siemens hereby grants to Institution for the term of this Agreement and subject to an active registration for teamplay, a non-exclusive, non-transferable license to use the Licensed Software for Institution's operation of teamplay only in accordance with the MSA.

Institution acknowledges that it has no rights whatsoever in respect of the Licensed Software save for those expressly granted to it by this Agreement.

2.2   The Licensed Software may contain freeware, shareware or open source software. No license fee is charged to Institution for the use of such freeware, shareware or open source software. Institution acknowledges and agrees that Siemens provides no warranties and shall have no liability whatsoever in respect of Institution's possession and/or use of the freeware, shareware or open source software. Regarding such portions of Licensed Software, the Institution hereby accepts the specific license conditions ("Open Source Conditions"), which are available in the teamplay web application. Upon request of Institution, Siemens will provide a copy of the source code of the open source software, if required by the Open Source Conditions. To the extent there is a conflict between this Agreement and the Open Source Conditions, the terms of the Open Source Conditions shall prevail over the terms and conditions of this Agreement with regard to the open source software.

2.3   Certain programs of the Licensed Software may be proprietary to third party licensors of Siemens who may be direct and intended third party beneficiaries of certain terms and conditions herein relating to the protection of such third party proprietary Licensed Software. Institution agrees that those third party beneficiaries may enforce these terms and conditions directly against the Institution.

Article 3 - Copyright, Trademarks, Title

3.1   Nothing in this Agreement entitles the Institution to use any trademark of Siemens, its third party licensors or any other mark confusingly similar thereto, without the express written consent of Siemens.   Nothing in this Agreement entitles Siemens to use any trademark of Institution or its affilates, or any other mark confusingly similar thereto, without the express written consent of Institution.

3.2   Institution shall in any case use all reasonable efforts to safeguard Siemens' proprietary rights and the proprietary rights of Siemens' licensor(s) with regard to the Licensed Software.

3.3   Institution shall not - and shall prevent others from doing so - copy, translate, modify, create derivative works, disassemble, reverse engineer, decompile, attempt, directly or indirectly, to otherwise obtain or create source code of the Licensed Software for any reason other than as allowed according to mandatory law or otherwise use the Licensed Software except as specifically authorized hereunder or by mandatory law.

3.4   Institution agrees that using, distributing, copying, duplicating or otherwise reproducing all or any part of the Licensed Software otherwise than in strict accordance with this Agreement, will be considered a material breach of this Agreement that is incapable of cure.