

Terms and Conditions (“Terms”)

Preamble

Siemens Medical Solutions USA, Inc. (“Siemens Healthineers”) operates a digital ecosystem platform for medical professionals (“Digital Ecosystem”). The Digital Ecosystem comprises a Solution Store where institutions from the healthcare sector can subscribe to a variety of services and applications connected to the Digital Ecosystem.

0. Definitions

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

“Account” shall mean the account of the Institution or the Individual User entitling the Institution and the Individual User to use the Solutions.

“Affiliated User” shall mean an Individual User owning an Affiliated User Account.

“Affiliated User Account” shall mean a User Account that an Institution elects to affiliate to an Institution Account.

“Digital Ecosystem” shall have the meaning as defined in the Preamble.

“End Customer Agreement” shall mean the agreement based on the Solution Terms concluded between the Solution Provider and the Institution regarding a Solution.

“Feedback” shall have the meaning as defined in clause 4.2.

“Individual User” shall mean any individual registered on the Digital Ecosystem under an User Account.

“Institution” shall mean the institution, hospital or other legal entity registered on the Digital Ecosystem under an Institution Account.

“Institution Account” shall mean the Account of an Institution entitling the Institution the use functionality of the Digital Ecosystem and the Solutions.

“Registration Data” shall have the meaning as defined in clause 2.1a.

“Revised Terms” shall have the meaning as defined in clause 5.1.

“Software” shall have the meaning as defined in clause 4.1.

“Solution” shall mean an online service or an application distributed through the Solution Store.

“Solution Provider” shall mean the provider of the Solution, being either Siemens Healthineers or a Third Party Provider.

“Solution Store” shall mean the function of the Digital Ecosystem where Institutions can subscribe to Solutions.

“Solution Terms” shall mean the terms and conditions agreed between the Institution and the Solution Provider, governing the provision and use of a Solution including the trial use of such Solutions, if offered by the Solution Provider.

“Siemens Healthineers” shall mean Siemens Medical Solutions USA, Inc., 40 Liberty Boulevard, Malvern, PA 19355.

“Third Party Provider” shall mean a provider other than Siemens Healthineers providing Solutions.

“Third Party Solution” shall mean a Solution offered and provided by a Third Party Provider.

“User Account” shall mean the Account of an Individual User entitling the Individual User upon affiliation with an Institution to use the Digital Ecosystem and the Solutions.

1. Scope

1.1 These Terms govern the relationship between the Institution and Siemens Healthineers regarding the use of the Solution Store and any services provided by Siemens Healthineers in the context of the Solution Store as well as the conclusion of contracts between the Institution and Solution Providers.

1.2 These Terms do not govern the contractual relationship relating to any Subscription entered into through the Solution Store. The Subscription Terms will be concluded between the Institution and the respective Solution Provider.

1.3 Any other provisions, in particular any general terms and conditions of the Institution, shall not be effective, irrespective of whether they have been explicitly rejected by Siemens Healthineers or not.

1.4 The Solution Store is provided exclusively for Institutions upon online registration, for use in their course of professional activities.

2. Accounts and Access Credentials

2.1 The Institution shall:

- a. Provide only accurate and complete information for registration purposes (“Registration Data”) and keep such Registration Data up to date at any time;
- b. Only establish one (1) Institution Account per Institution;
- c. Not use pseudonyms or pen names;
- d. Provide adequate proof to verify the Registration Data if so requested by Siemens Healthineers;
- e. Carefully store access credentials and protect them from unauthorized access;
- f. Not share access credentials with any third party or with Siemens Healthineers; and
- g. Not circumvent or disclose the authentication or security of the Solution Store or any host, network, or account related thereto.

2.2 The requirements of clause 2.1 shall apply accordingly to all Affiliated User Accounts and the Institution shall procure that such requirements shall be met for any Affiliated User Account. In case of a violation or a suspected violation, Siemens Healthineers is entitled to disable access to the respective Account.

2.3 The Institution shall be responsible for any content and information posted, submitted or otherwise disclosed, and for any other act or omission under its Account or under any Affiliated User Account.

2.4 The Institution accepts and agrees that any contractual declaration made under an Institution Account or under an Affiliated User Account is made on behalf of the Institution and shall be contractually binding upon the Institution.

2.5 The Institution shall be responsible for the administration of any Affiliated User Account including the permissions assigned to such Affiliated User Account. The permissions of the Affiliated User Account can be changed at any time by the Institution to ensure compliance with Institution's internal rules and responsibilities.

3. Solution Store

3.1 Through the Solution Store, Siemens Healthineers provides a platform enabling Institutions to conclude End Customer Agreements with Solution Providers subject to the applicable Solution Terms.

3.2 When selecting a Solution in the Solution Store, the user will be presented, to the extent available, with the following information:

- a. A short description of the functionality and the deployment of the Solution;
- b. Technical requirements regarding the Institution's hardware and software;
- c. The Solution Provider and the legal manufacturer of the Solution.
- d. A link to the full specification of the Solution;
- e. A link to the instructions for use;
- f. A link to the Solution Terms.

3.3 The Solution Store provides for functionality enabling online acceptance of End Customer Agreements. The End Customer Agreement becomes valid only upon clicking an acceptance button.

3.4 If Siemens Healthineers is the Solution Provider, the Institution concludes a End Customer Agreement with Siemens Healthineers or the respective local Siemens entity under the applicable Solution Terms.

3.5 For End Customer Agreements with Third Party Providers, the Institution hereby authorizes Siemens Healthineers to transmit any declarations and all requisite information, including contact data, to the respective Third Party Provider.

3.6 With regard as Third Party Solutions, Siemens Healthineers acts solely as an agent. Even where the Third Party Provider engages Siemens Healthineers as subcontractor in the fulfilment of its obligations (e.g. involvement of Siemens in the license handling on behalf of the Third Party Provider), this does not lead to any contractual or services relationship between Siemens Healthineers and the Institution.

3.7 Siemens Healthineers is not the Solution Provider and not the legal manufacturer of any Third Party Solu-

tion. Third Party Solutions are developed and sold by the legal manufacturer identified in the Solution Store. The claims made for such Third Party Solution are under the sole responsibility of the respective Third Party Provider.

3.8 Siemens Healthineers will use commercially reasonable efforts to: (i) provide for the security of the Solution Store, (ii) enable the download and technical licensing mechanisms; (iii) avoid unauthorized access of third parties to the Solution Store; and (iv) provide for the availability of the Solution Store. Access to the Solution Store is provided at the WAN exit point of the data center used by Siemens Healthineers. Siemens Healthineers shall not be responsible or liable, directly or indirectly, for any unavailability of the Solution Store caused by circumstances beyond Siemens Healthineers 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 Healthineers employees), or internet or cloud service provider failures or delays. In the event of planned downtimes, Siemens Healthineers will provide prior notice as soon as reasonably feasible.

4. Ownership; Feedback

4.1 Siemens Healthineers and/or its licensors own all legal rights, titles and interests in and to the Solution Store, and any software provided to the Institution in connection with the Solution Store ("Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. The Solution Store contains 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 the Solution Store.

4.2 If the Institution communicates suggestions for improvements relating to the Digital Ecosystem and the Solution Store ("Feedback"), Siemens Healthineers shall be entitled to use Feedback in its discretion and without restriction.

5. Modifications

5.1 Siemens Healthineers may restrict, alter or reduce any of the services provided under these Terms, or modify these Terms at any time by providing a revised version of the Terms ("Revised Terms") in accordance with section 5.2 below.

5.2 Siemens Healthineers will give the Institution at least six (6) weeks' notice of any material modification of the Terms by sending an email or presenting a pop-up on the Solution Store. In case of a material modification, the Institution shall be entitled to terminate its Institution Account within six (6) weeks following the Institution's receipt of notice of the Revised Terms. Such termination shall have no effect on active End Customer Agree-

ments. If an active Institution Account is required for the use of the Solutions, Siemens Healthineers and the Institution will use best efforts to find an amicable solution.

5.3 Siemens Healthineers reserves the right to make non-material modifications at its own discretion. The modified Terms will be accessible by following a link in the Solution Store.

6. Limitation of Liability

6.1 Except as otherwise stated herein and subject to sections 6.2 through 6.5 below, each party to these Terms agrees to be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.

6.2 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.

6.3 IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY DATA.

6.4 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.

6.5 The Institution shall be obliged to take adequate measures to avert and reduce damages.

7. Notices

7.1 Notices to the Institution will be provided by email or as notification within the Solution Store.

7.2 Unless otherwise stated, the Institution's notices to Siemens Healthineers shall be send by email to support.teamplay.healthcare@siemens.com.

8. General Provisions

8.1 These Terms shall be governed by the laws of the Commonwealth of Pennsylvania, USA excluding conflict-of-law provisions.

8.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THESE TERMS.

8.3 The Institution may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Siemens

Healthineers. Notwithstanding the foregoing, to the extent permitted by law, Siemens Healthineers may assign rights and obligations relating to the Terms in whole or in part, without the Institution'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 Institution. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.4 If any of the provisions of these Terms are held to be invalid or unenforceable in any respect, the remaining provisions shall remain in full force and effect.