

Terms and Conditions for Use of Research Applications (“Terms”)
(April 2024)

These Terms apply to the use of Research Applications which are licensed or made available by Siemens Healthineers AG or one of its Affiliates. By downloading or using a Research Application, Participant agrees to these Terms. If a Research Application expressly refers to other terms and conditions, these shall prevail over the Terms.

1. Definitions

- 1.1 **“Affiliate”** means any corporation, company or other entity, now or hereafter, directly or indirectly, controlled by, controlling or under common control with the respective Party. For purposes of this definition, “control” means to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.
- 1.2 **“Contract Performance Data”** means any data or information sent or inputted into the Research Application by or on behalf of Participant or individual users, or extracted from the Research Application by or on behalf of Siemens Healthineers or its Affiliates, including health-related data or information relating to a patient, such as patient history, diagnosis, treatment, electronic medical records (EMRs), assessments and laboratory tests, and including any analytical results and data sets that are derived or created from Contract Performance Data by or on behalf of Siemens Healthineers or its Affiliates.
- 1.3 **“Digital Marketplace”** means the function of Siemens Healthineers’ ‘teampay Digital Health Platform’ where Participants can download or access Research Applications provided by Siemens Healthineers or third parties.
- 1.4 **“Forum”** means an online exchange forum which is restricted to the use by Participants.
- 1.5 **“Research Application”** means a software developed and provided for Research Use only, including its documentation, if any.
- 1.6 **“IPR”** means any and all methods, processes, know-how, trade secrets, technology, designs, digital codes, inventions, innovations and all patents, patent applications, as well as other forms of statutory protection rights and copyrights.
- 1.7 **“Participant”** means an institution, hospital or other legal entity which (i) has acquired the ‘MM_research’ license from Siemens Healthineers or one of its Affiliates and (ii) is able to execute or access Research Applications.
- 1.8 **“Research Use”** means the use of a software for research (particularly for basic research) where the software itself is not validated. Research Use does not include market and feasibility studies concerning the software, as well as any clinical use of the software, namely its use for any patient-specific examination in connection with the preparation of a diagnosis or therapy planning.
- 1.9 **“Siemens Healthineers”** means the Siemens Healthineers company named in the quote and/or registration process (either Siemens Healthineers AG or one of its Affiliates).

2. Forum

Participant may be granted access to the Forum, which can be accessed via the internet. The URL shall be provided by Siemens Healthineers together with an ID specific for the Participant, which will enable Participant to create a user account. Participation in the Forum requires prior acceptance of the Forum-specific terms and conditions. Siemens Healthineers may at any time cancel access to the Forum.

3. Use of Research Applications

- 3.1 Participant shall ensure that Research Applications and results obtained by their utilization are used for Research Use only. The use of a Research Application in connection with any system cleared as a medical device may affect the medical device clearing of said system. Participant shall ensure that the application of any Research Application is in accordance with applicable laws and regulations (e.g. ethic committee approval).
- 3.2 Research Applications shall be kept confidential and may only be used by Participant during the term agreed with Siemens Healthineers for Participant's research activities in accordance with Section 3.1 above. Participant shall distribute Research Applications only to other Participants who jointly work on the same research activities. Unless otherwise agreed in writing, Research Applications shall neither directly nor indirectly be used for any commercial purpose.
- 3.3 Research Applications shall not be made available to third parties, copied, modified, reverse engineered, decompiled or otherwise reverse translated (prohibition of reverse engineering), and no parts thereof may be extracted, unless permitted by applicable mandatory law.
- 3.4 Research Applications may have a defined expiration beyond which it cannot be used or executed any more. The provision of extensions is at Siemens Healthineers' sole discretion. In addition, Siemens Healthineers may demand from Participant at any time to cease using and, if applicable, to delete any copies of Research Applications (e.g. for safety or regulatory reasons). Participant acknowledges that the future availability of a Research Applications cannot be ensured.

4. Use of Feedback and Data for the Purposes of Siemens Healthineers

- 4.1 Participant shall not be obligated to suggest improvements or modifications related to Research Applications. However, if Participant detects actual or alleged deficiencies, Participant shall inform Siemens Healthineers thereof. If Participant suggests improvements or modifications, or gives any other feedback (including, but not limited to feedback related to actual or alleged deficiencies), Siemens Healthineers shall have the exclusive, worldwide, in time and scope unlimited and sublicensable right to use such suggestions and other feedback for its own business purposes.
- 4.2 Participant shall ensure that any suggestions and other feedback does not contain confidential or personal information.
- 4.3 Participant permits Siemens Healthineers and its Affiliates to access, use, process, copy, aggregate, analyze, modify, combine with other data and create derivative works from anonymous or anonymized

Contract Performance Data without any Participant identifiers on a non-exclusive basis without restriction in terms of time, location, transferability and sublicensing, for the business purposes of Siemens Healthineers and its Affiliates such as (i) facilitating and advising on a continued and sustained use of products, software and services; (ii) the substantiation of marketing claims for its products, software and services by means of aggregated data; (iii) benchmarking; (iv) research or development purposes (for example to determine usage trends or to improve existing or develop new products, software and services); or (v) fulfilment of legal or regulatory obligations, including product surveillance.

5. Breach

In case of breach of any of these Terms or any obligation arising out of or in connection with this agreement, Participant shall be liable towards Siemens Healthineers for any loss or damage and shall defend and hold Siemens Healthineers and its Affiliates harmless from and against any claim of any third party (to include any administration, government or authority).

6. Warranty and Liability

6.1 EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT, RESEARCH APPLICATIONS ARE PROVIDED "AS IS", WITHOUT ANY WARRANTY. SIEMENS HEALTHINEERS DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE THAT RESEARCH APPLICATIONS ARE FREE OF DEFECTS OR THIRD PARTY RIGHTS, CAN BE USED WITHOUT INTERRUPTION, FOR A SPECIFIC PURPOSE OR FOR A SPECIFIC TIME. THE USE OF RESEARCH APPLICATIONS SHALL BE AT PARTICIPANT'S SOLE RISK AND EXPENSE.

6.2 IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF SAVINGS OR ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LAW, REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO THE EXTENT LIABILITY IS MANDATORY ACCORDING TO APPLICABLE LAW.

7. Updates, Upgrades and New Versions

Participant neither has the right to have Research Applications maintained nor to require the provision of updates, upgrades or new versions of Research Applications.

8. Property Rights and Confidentiality

Research Applications licensed by Siemens Healthineers are proprietary to Siemens Healthineers, its Affiliates or third party licensors and may be protected by IPR. Participant shall not remove any trademarks, copyright notices or any other identifying mark or logo.

9. Modification of these Terms

- 9.1 Siemens Healthineers may modify these Terms at any time by providing a revised version of the Terms ("**Revised Terms**") in accordance with the following section.
- 9.2 Siemens Healthineers shall give Participant at least six (6) weeks' prior notice of any material modification of the Terms, e.g. by sending an email or presenting a pop-up on the Digital Marketplace. In case of a material modification, Participant shall be entitled to terminate this agreement within six (6) weeks following receipt of notice of the Revised Terms. Upon termination of this agreement, Participant shall cease using and, if applicable, delete all Research Applications.
- 9.3 Siemens Healthineers reserves the right to make non-material modifications at its own discretion. The modified Terms shall be accessible by following a link in the Digital Marketplace.

10. Applicable Law and Arbitration

- 10.1 This agreement is governed by German law, excluding the principles of conflicts of laws and the UN Convention on the Sale of Goods.
- 10.2 All disputes arising out of or in connection with this agreement, including any question regarding the termination or any subsequent amendment of the agreement, shall be finally settled in accordance with the 'Rules of the German Institution of Arbitration' (DIS). The seat of arbitration shall be Munich, Germany. The language to be used in the arbitration proceeding shall be English. If the value of the total matter in dispute, including the value of any counterclaims, is less than € one (1) million, the 'Rules for Expedited Proceedings' (Annex 4 DIS Rules) shall apply additionally, and the arbitral tribunal shall consist of one (1) arbitrator. In cases not subject to the 'Rules for Expedited Proceedings', the arbitral tribunal shall consist of three (3) arbitrators. Any order for the production or disclosure of documents shall be limited to the documents on which each Party specifically relies in its submission(s). Upon request of a Party, the arbitral tribunal shall order any claiming or counterclaiming Party to provide security for the legal and other costs of any other Party related to that claim or counterclaim, by way of bank guarantee or in any other manner, and upon such terms as the arbitral tribunal considers appropriate. Nothing in this section shall limit the right of the Parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction or arbitral tribunal.

11. Miscellaneous

- 11.1 The fulfillment of this agreement is subject to the proviso that required export licenses have been granted or that there are no other impediments arising from German or other export regulations.
- 11.2 A legal invalidity of one or more provisions of this agreement shall not affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to be obligated to further adhere to this agreement.