

## **Terms and Conditions for use of Frontier Research Applications (“Terms”)**

These Terms apply to the use of Frontier Research Applications which are licensed by Siemens Healthcare GmbH and/or one of its Affiliates. By downloading and/or using a Frontier Research Applications Participant agrees to these Terms. If a Frontier Research Applications expressly refers to other terms and conditions these terms and conditions 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, or 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. “Digital Marketplace” means the function of the Siemens Healthineers’ teamplay Digital Health Platform where Participant can download Frontier Research Applications.
- 1.3. “Forum” means an online exchange forum which is restricted to the use by Participants.
- 1.4. “Frontier Research Application” means a software developed and provided for Research Use only, including its documentation, if any.
- 1.5. “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 has acquired the MM\_research license from Siemens Healthineers or one of its Affiliates and which is able to execute Frontier 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 Siemens Healthcare GmbH.

## **2. Forum**

Participant may be granted access to the Forum “syngo.via Frontier group”, which can be accessed via the internet. The URL will be provided by Siemens Healthineers together with a Frontier 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 Frontier Research Applications**

- 3.1. Participant will ensure that the Frontier Research Applications and/or the results obtained by their utilization will be used for Research Use only. The use of a Frontier Research Application in connection with any system cleared as a medical device may affect the medical device clearing of said system. Participant has to ensure that the application of any Frontier Research Applications is in accordance with applicable laws and regulations (e. g. ethic committee approval).
- 3.2. The Frontier 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 may distribute the Frontier Research Applications only to other Participants who jointly work on the same research activities. Unless otherwise agreed in writing, the Frontier Research Applications may neither directly nor indirectly be used for any commercial purpose.
- 3.3. Frontier Research Applications may not be made available to third parties and may not be copied, modified, reverse engineered, decompiled or otherwise reverse translated (prohibition of reverse engineering) and no parts thereof may be extracted, unless and to the extent permitted by applicable mandatory law.
- 3.4. The Frontier Research Applications may have a defined expiration beyond which it cannot be used and/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 to delete any Frontier Research Applications (e. g. for safety or regulatory reasons). Participant acknowledges that the future availability of a Frontier Research Applications cannot be ensured.

## **4. Feedback**

- 4.1. Participant shall not be obligated to suggest improvements or modifications related to Frontier Research Applications. However, if Participant detects actual

or alleged deficiencies it 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 any confidential or personal information.

## **5. Breach**

In case of any breach of any of the terms and conditions of this Agreement and/or any obligation arising out of or in connection with this Agreement, Participant shall be liable towards Siemens Healthineers for any loss and/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, Liability**

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

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 IF AND TO THE EXTENT LIABILITY IS MANDATORY ACCORDING TO APPLICABLE LAW.

## **7. Updates, Upgrades, Versions**

Participant does neither have the right to have any Frontier Research Applications maintained nor the right to require the provision of updates,

upgrades or new versions of Frontier Research Applications.

## **8. Property Rights, Confidentiality**

The Frontier Research Applications licensed by Siemens Healthineers are proprietary to Siemens Healthineers, its Affiliates or third-party licensors and may be protected by IPR. Participant must 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. Siemens Healthineers will 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 the Participant's receipt of notice of the Revised Terms. Upon termination of this Agreement Participant shall cease using and delete the Frontier Research Applications.

9.2. 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 Digital Marketplace.

## **10. Applicable Law, 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 € 1 million, the Rules for Expedited Proceedings (Annex 4 DIS Rules) shall apply additionally, and the arbitral tribunal shall consist of one arbitrator. In cases not subject to the Rules for Expedited Proceedings, the arbitral tribunal shall consist of three 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