

Digital Marketplace Terms

(Version: 06.05.2024)

These Digital Marketplace Terms govern the Customer's use of the Digital Marketplace in addition to (i) the Commercial Form and (ii) the General Terms and the Digital Access and Use Terms (together "Terms"). These Digital Marketplace Terms shall be read as complementary to the Terms and prevail in case of conflict.

0. Definitions

In addition to the definitions in the Terms, the following definitions apply:

- 0.1. "Digital Marketplace" means a digital platform as further described hereunder operated by Siemens Healthineers AG, Erlangen, Germany and provided to Customer by Siemens Healthineers.
- 0.2. "Solution" means a solution, such as an application, service or software, including add-ons to products and services of Siemens Healthineers.
- 0.3. "Solution End-Customer Agreement" means an agreement between Customer and a Solution Provider that governs the provision, use, licensing and/or subscription of a Solution for trial purposes or for the obtaining of legal or technical updates for Software operated by Customer.
- 0.4. "Solution Provider" means the provider of a Solution on the Digital Marketplace, which may be Siemens Healthineers or a Third-Party Provider.
- 0.5. "Third-Party Provider" means a provider of Solutions on the Digital Marketplace, other than Siemens Healthineers or its Affiliates.
- 0.6. "Third-Party Solution" means a Solution offered and provided by a Third-Party Provider. For clarification, third-party software and any updates/ upgrades of third-party software which Customer has procured from Siemens Healthineers based on a separate agreement do not qualify as Third-Party Solution, even if technically deployed via the Digital Marketplace.

1. Scope

- 1.1. The Digital Marketplace enables Customers to view, use, license and/or subscribe to Solutions for trial purposes and for the procurement of updates and conclude Solution End-Customer Agreements with Solution Providers.
- 1.2. These Digital Marketplace Terms govern the relationship between Siemens Healthineers and Customer regarding (i) Customer's use of the Digital Marketplace, (ii) Customer's conclusion of electronic Solution End-Customer Agreements with Solution Providers using the functionalities of the Digital Marketplace, and (iii) the provision of any (other) services by Siemens Healthineers on the Digital Marketplace.
- 1.3. The Digital Marketplace is provided solely for use in the course of the Customer's professional activities.
- 1.4. These Digital Marketplace Terms do not apply to Solution End-Customer Agreements which the Solution Provider and Customer conclude on the Digital Marketplace. Solution End-Customer Agreements are based on separate terms and conditions.

- 1.5. In regards of Third-Party Solutions, Siemens Healthineers or its Affiliates without exception act as an agent. Even where Siemens Healthineers or its Affiliates are engaged as a subcontractor of the Third-Party Provider for the fulfilment of its obligations under a Solution End-Customer Agreement (e.g. for the license handling on behalf of the Third-Party Provider), such an engagement does not lead to any contractual relationship between Siemens Healthineers and Customer with respect to the relevant Third-Party Solution.
- 1.6. Siemens Healthineers and its Affiliates are not the Solution Provider and not a legal manufacturer of any Third-Party Solution. Third-Party Solutions are developed and sold by the legal manufacturer identified in the Digital Marketplace. The respective Third-Party Provider is solely responsible regarding any claims for or based on such Third-Party Solutions and any regulatory obligations (e.g., CE-marking of medical devices).

2. Digital Marketplace Functions

- 2.1. When selecting a Solution in the Digital Marketplace for subscription, the Individual User will be presented inter alia with the following information, if available:
 - a. A short description of the functionality and deployment of the Solution;
 - b. Technical requirements regarding Customer's hardware and software;
 - c. Solution Provider and legal manufacturer of the Solution;
 - d. Overview on newly launched features;
 - e. Prerequisites for installation of App;
 - f. Hand over to get started and onboarding to teamplay digital health platform;
 - g. A link to the full specification of the Solution;
 - h. A link to the instructions for use;
 - i. A link to the terms of the Solution End Customer Agreement.
- 2.2. The Digital Marketplace provides for functionality enabling online acceptance of Solution End-Customer Agreements. The Solution End-Customer Agreement becomes valid only upon clicking an acceptance button.
- 2.3. If the Solution Provider is Siemens Healthineers or an Affiliate of Siemens Healthineers, Customer concludes an End-Customer Agreement with Siemens Healthineers or such Affiliate under the terms of the applicable Solution End-Customer Agreement.
- 2.4. If Customer concludes a Solution End-Customer Agreement directly with a Third-Party Provider, Customer hereby authorizes Siemens Healthineers to submit on Customer's behalf any required declarations and information to the respective Third-Party Provider, including contact data.