

Software License Terms

(Version: 01.04.2025)

These Software License Terms govern the use and operation of licensed Software by Customer (including also Software embedded or preinstalled on Hardware) and the provision of Professional Services, but excluding Software as-a-Service, in addition to (i) the Commercial Form, and (ii) the General Terms, Supplemental General Terms and (if applicable) Digital Access and Use Terms (together "Terms"). These Software License Terms shall be read as complementary to the Terms and prevail in case of conflict, unless stipulated otherwise with regard to Third-Party Software.

0. Definitions

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

- 0.1. "API" means application program interface.
- 0.2. "Change" means the change of a functionality in such a way that the new functionality will be substantially similar to the original functionality.
- 0.3. "General Availability Date" means the first date that Siemens Healthineers has designated for commencing delivery of a new Software for productive use in Customer's country.
- 0.4. "License" means a right of use in a copy of the Software in object code provided by Siemens Healthineers to the Customer. Software-as-a-service and other business models which are limited to granting the Customer access to Software do not constitute a License.
- 0.5. "License Model" means the licensing and payment model described in the Commercial Form (for example single license, concurrent user, subscription license, payment per concurrent users, kilo procedure, number of cases per year, hours per time).
- 0.6. "Professional Services" means the installation, implementation, configuration and other ancillary services described in the Project Workplan and/or the Statement of Work related to Software but does not include maintenance, warranty, support, Customer-specific programming or any other Customer-specific services.
- 0.7. "Project Workplan" means a document that outlines the tasks and responsibilities of the Parties as well as timelines for the performance of such tasks. The Project Workplan is usually part of the Statement of Work.
- 0.8. "Statement of Work" or "SOW" means the description of the functionality of the Deliverables and project scope of Professional Services as specifically agreed between Customer and Siemens Healthineers.

1. Grant and Duration of License, Overage, APIs

- 1.1. Siemens Healthineers grants Customer a limited, non-exclusive license to use and operate the Software in the country where Customer is located (unless otherwise agreed) and in accordance with the License Model, the User Documentation and other information provided by Siemens Healthineers and in case of embedded or preinstalled software (including firmware and operating systems) only on the Hardware on which it was delivered. A License may be time-limited (subscription license) or perpetual. The license granted herein is subject to Customer's payment of all license fees due and payable to Siemens Healthineers.
- 1.2. Any Software is licensed, not sold. Except where such rights cannot be limited under applicable law and unless otherwise permitted by this Agreement, Customer may not copy, modify, transfer, resell, rent/lease or sublicense the Software or grant access thereto. Customer may transfer embedded or preinstalled software only together with the Hardware on which it was delivered in accordance with Section 15 (Export Control) of the General Terms.

Customer may make a reasonable number of backup copies of the Software (not to be concurrently used) solely for backup purposes at Customer's location.

- 1.3. In case of a subscription license and unless otherwise agreed between the Parties, the Subscription Period shall be 3 years after (i) delivery of the Software and, if applicable, necessary license keys or (ii) activation by Siemens Healthineers. The Subscription Period shall automatically renew for additional periods of 1 year (each) unless either Party provides the other Party with 3 months prior written termination notice, in which case the Subscription Period shall expire at the end of the initial term or applicable renewal term.
- 1.4. Upon expiration or termination of the Subscription Period, no further use of the respective Software is permitted, and Customer shall delete the Software if there is no automatic expiration of the license key. In case of deletion of Software, Customer shall provide to Siemens Healthineers a written confirmation of such deletion upon request. Siemens Healthineers shall in all cases and without prior notice be entitled to prevent any further (unauthorized) use by taking appropriate technical measures, which may include accessing Customer's systems via remote connection if required for this purpose.
- 1.5. Siemens Healthineers shall be entitled to audit (itself or through an independent third party) Customer's use of the Software or embed software controls or counters in order to monitor Customer's compliance with the Agreement or otherwise as necessary for invoicing purposes. Siemens Healthineers shall invoice any excess usage according to its then current price list. If Customer intends to exceed the permitted scope of use of the Software according to the License Model, Customer shall notify Siemens Healthineers within 30 days in order to execute a corresponding amendment to this Agreement.
- 1.6. From time to time, if agreed in writing between the Parties, Siemens Healthineers may provide Customer with APIs. Customer shall use APIs solely for internal, non-commercial purposes. This includes development of Customer's own software scripts, provided that Customer shall be fully responsible for any applicable verification, validation, compatibility and interoperability of their own scripts with the underlying Software and any third-party software, and for installation, usage, removal, support, safety issue reporting and other requirements or issues arising out of Customer's development and usage of such scripts and the scripts' usage of the APIs.

2. Delivery, Changes to the Software, Availability

- 2.1. Siemens Healthineers is not obligated to provide any Software prior to its General Availability Date.
- 2.2. Siemens Healthineers provides the Software as a standard product to several customers and therefore reserves the right to Change, reduce or discontinue certain functionality of the Software if and to the extent: (i) required to conform with applicable laws, a court decision, or a request from a governmental body, if the required conformity cannot be ensured otherwise by Siemens Healthineers acting commercially reasonably; (ii) Siemens Healthineers' relationship with a third-party supplier expires or changes in such a way that the respective functionality can no longer be provided or provided as delivered; (iii) Siemens Healthineers is no longer able to provide the respective functionality due to circumstances beyond Siemens Healthineers' reasonable control; (iv) required for mitigating security risks; or (v) Siemens Healthineers has decided to no longer offer the respective functionality for business reasons.

- 2.2.1. Any material reduction or discontinuation of functionality shall be subject to a notice period of at least 45 days if reasonably possible under the circumstances. In case a material reduction or discontinuation of functionality is affecting a subscription license Customer may terminate the respective (part of) Agreement within 30 days from the notification date.
- 2.2.2. In case of a perpetual license, Customer shall be entitled to a refund of the price actually paid for such functionality less reasonable depreciation in the event of any material reduction or discontinuation of functionality. In case of a subscription license, Siemens Healthineers will refund any prepaid amounts on a pro-rata basis for the remaining Subscription Period.
- 2.3. Siemens Healthineers shall not be responsible or liable for any unavailability of the Software caused by circumstances beyond Siemens Healthineers' reasonable control, including internet or cloud service provider failures or delays.
- 2.4. Customer is responsible for purchasing at its cost any additional hardware, software or information technology infrastructure products required for successfully operating updates, upgrades or new versions to the Software, unless otherwise agreed between the Parties.
- 3. Warranty, Liability, Cybersecurity**
Any warranty, liability and cybersecurity obligations of Siemens Healthineers shall be subject to (i) Customer's compliance with the installation dialogue and/or other instructions given by Siemens Healthineers when downloading and installing the Software; (ii) Customer's proper performance of the compatibility check, if any; and (iii) the download and installation of updates, upgrades and new versions within the time period agreed with Siemens Healthineers.
- 4. Term and Termination for Subscription Licenses**
 - 4.1. In case of a subscription license the Agreement remains in full force and effect for the Subscription Period according to Section 1.3.
 - 4.2. This Agreement may be terminated according to any applicable termination rights set forth in these Software License Terms or other parts of this Agreement.
- 5. Professional Services**
 - 5.1. Siemens Healthineers shall use commercially reasonable efforts to perform the Professional Services according to the Project Workplan. Whenever any event delays or threatens the timely performance of the Professional Services that is not due to Customer's fault, then, Siemens Healthineers will make commercially reasonable efforts to notify Customer of such event and furnish all relevant details. If Siemens Healthineers is unable to meet the schedule for any Professional Services, Siemens Healthineers and Customer shall meet in good faith and use reasonable endeavours to determine possible solutions, including revising the Project Workplan at no additional cost to Customer, provided that such revision does not add new Professional Services to the SOW.
 - 5.2. With respect to any Statement of Work or Project Workplan, each Party may submit written change requests concerning the change of content, dates or scope of the Professional Services. The other Party shall respond to a change request within 10 working days of receipt thereof. Any change shall only become effective if both Parties have amended the relevant Statement of Work or Project Workplan in writing.

DOWNLOAD SOFTWARE TERMS

These Download Software Terms govern the download and installation of Software by Customer in addition to (i) the Commercial Form, and (ii) the General Terms, Supplemental General Terms, Software License Terms and (if applicable) Digital Access and Use Terms (together "Terms"). These Download Software Terms shall be read as complementary to the Terms and prevail in case of conflict.

1. Access to the Software, Customer Responsibilities

- 1.1. If Customer licenses downloadable Software, Siemens Healthineers shall enable Customer to download such Software from a webpage or cloud and, if applicable, install the Software on hardware (agreed with or specified by Siemens Healthineers) at Customer's premises. Where necessary Siemens Healthineers shall provide Customer with the activation key for the Software.
- 1.2. Customer is responsible for maintaining a suitable internet connection to download the Software and for following the respective installation dialogue or any other instructions given by Siemens Healthineers when downloading and installing the Software. After the first download of the Software Customer shall follow any display compatibility or other installation checks made available by Siemens Healthineers. Customer shall confirm successful completion of such checks, and a record of such confirmation shall be stored by Siemens Healthineers. Software that is a medical device may only be used after successful completion of the check procedure. Siemens Healthineers recommends repeating the checks in case of modifications made to the hardware on which the Software is installed, and in case of new versions.
- 2. Updates, Upgrades, New Versions**
Siemens Healthineers shall inform Customer as soon as reasonably possible about the availability of updates, upgrades or new versions. Unless otherwise agreed between Customer and Siemens Healthineers, Customer shall download and install the update, upgrade or new version within due time but not later than 30 days following such information. Siemens Healthineers shall not be contractually obligated to make updates, upgrades or new versions available for Software for which Customer has not concluded a service contract or after end of support announcement according to Section 7 of the Supplemental General Terms.