

**GENERAL TERMS AND CONDITIONS
FOR THE LICENSING OF SIEMENS
HEALTHINEERS SOFTWARE**

1. GRANT OF LICENSE, FEEDBACK, THIRD-PARTY SOFTWARE.

- 1.1. Siemens Healthineers grants Customer a non-exclusive license or access to use the Software and other Deliverables set forth in the Order Form in object code form (all capitalized terms are subject to Section 21 below) in accordance with the License Model, the Documentation and other information provided by Siemens Healthineers. Additionally, supplemental license terms that apply to specific Software are available at the following location indicated in the Order Form.
- 1.2. If Customer intends to exceed the permitted scope of use of the Software according to the License Model, Customer shall notify Siemens Healthineers within thirty (30) days in order to execute a corresponding amendment to this Agreement. Siemens Healthineers reserves the right to audit Customer's use of the Software or embed software controls or counters in order to monitor Customer's compliance with the License Model. Siemens Healthineers reserves the right to invoice any excess usage according to its then current price list.
- 1.3. Customer may make a reasonable number of backup copies of the Software (not to be concurrently used) solely for backup, emergency and/or testing purposes at the Customer's location. Customer shall not disassemble, decompile, or otherwise reverse-engineer any of the Deliverables or change any source code of the Software, unless and to the extent permitted by applicable mandatory law. Customer is responsible for the compliance with this Agreement by all of Customer's users granted access to any of the Software. The Software is licensed not sold. Customer shall not transfer, resell, rent/lease or sublicense any Software, or grant access thereto or offer service bureau services, other than as expressly permitted in the Agreement.
- 1.4. Siemens Healthcare GmbH, Siemens Healthineers and/or its suppliers and licensors have exclusive title, copyright and trade secret right in and to the Deliverables. Customer shall not remove or permit removal of any identifying mark or logo of Siemens Healthcare GmbH, Siemens Healthineers or its suppliers in any of the Deliverables, and Customer shall include such mark or logos on any permitted copies thereof. Suppliers of software programs or content incorporated in the Software have the benefit of the obligations incurred by Customer in this Agreement.
- 1.5. If Customer suggests improvements or modifications of Deliverables or gives any other feedback, 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.
- 1.6. **Third-Party Software.** The Software may contain Third-Party Software which may only be delivered to Customer in conjunction with applicable license

terms and subject to the Customer's compliance with such terms. Customer hereby accepts such license terms, which shall prevail over any deviating provisions of this Agreement solely for the Third-Party Software concerned.

The terms and conditions of certain suppliers of Third-Party Software may be subject to change during the term of this Agreement, in which event Siemens Healthineers will include such changes in the Documentation or Statement of Work, or otherwise provide notice thereof to the Customer. With the exception of Open Source Software, Customer may use Third-Party Software solely as a component of or with the Software for which it was delivered.

To the extent Third-Party Software contains Open Source Software no license fees shall be invoiced to Customer, except for the reimbursement of costs incurred by Siemens Healthineers for the compliance with the relevant license terms. Siemens Healthineers accepts no liability for Defects or any other liability for such Open Source Software. If and to the extent applicable license terms require the publication of source code, Siemens Healthineers shall provide Customer with a copy of such source code on request.

Customer hereby irrevocably authorizes Siemens Healthineers and/or its subcontractors to execute end user license agreements (especially 'click-wrap licenses') from licensors of Third-Party Software and to accept the same on Customer's behalf during installation or configuration of such Third-Party Software. Customer shall be able to access information about such license agreements in the respective Software or its Documentation and/or on request obtain such license agreements from Siemens Healthineers.

2. DELIVERY, SITE RESPONSIBILITIES.

- 2.1. Siemens Healthineers shall deliver the Deliverables on the agreed dates, provided that Siemens Healthineers is not obligated to deliver any Deliverables prior to their General Availability Date.
- 2.2. Customer is responsible for preparing and maintaining location and communications facilities in accordance with the respective specifications. Unless otherwise agreed, Siemens Healthineers shall provide Customer with Documentation for the installation, operation and internal support of the Software. Customer is responsible for any local area networks and wide area networks required to operate the Deliverables.
- 2.3. The risk of accidental loss of or damage to Hardware shall pass to Customer upon delivery, if Hardware has been ordered by Customer. Title shall pass to Customer upon Siemens Healthineers' receipt of full payment of the Hardware, prior to which Customer may not pledge, transfer by way of security or resell the Hardware. Customer shall inform Siemens Healthineers immediately in writing in case of seizure or other acts or interventions by third parties.
3. **DELAY.** In the event of a delivery delay attributable to Siemens Healthineers, Customer shall be entitled to a compensation for any

damage incurred as a result of the delivery delay up to a total amount of 5% of (i) the fees to be paid by Customer under this Agreement for Deliverables or parts thereof that cannot be used due to the delay, if the fee is a one-time payment or (ii) the fees to be paid by Customer during the first twelve (12) months after the scheduled delivery for Deliverables or parts thereof that cannot be used due to the delay, if the fee is recurring. Any further claims against Siemens Healthineers for damages and cost reimbursement are excluded, whichever their legal basis, except as otherwise provided for by applicable mandatory laws.

4. **ACCEPTANCE.** If Deliverables are subject to acceptance and unless otherwise agreed, acceptance shall be deemed on the date of First Productive Use.

5. **WARRANTIES.**

- 5.1. Unless otherwise agreed and subject to Section 5.6 below, Siemens Healthineers warrants that the Deliverables perform substantially in accordance with the Documentation or Statement of Work, as applicable, (i) during the Subscription Period in case of a subscription license, and (ii) on the date of delivery or, if applicable, on the date of acceptance in all other cases.

- 5.2. In the event of a breach of its warranties under Section 5.1, Siemens Healthineers shall remedy Defects at no charge to Customer, provided that Customer has notified Siemens Healthineers without undue delay. Defects of Software shall be remedied at Siemens Healthineers' reasonable discretion by (i) delivery of Hotfixes, Updates or Upgrades, (ii) provision of a workaround reasonably acceptable to Customer, (iii) instructions to Customer on how to fix the Defect, or (iv) any other means reasonably acceptable to Customer. With respect to Hardware, Siemens Healthineers shall remedy Defects at its reasonable discretion by way of either repair or replacement.

- 5.3. With the exception of subscription licenses, any warranty claims become time-barred after a period of twelve (12) months from the date of delivery or, if applicable, the date of acceptance of the Deliverables. The warranties set forth in this Agreement are solely made to and for the benefit of Customer. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.

- 5.4. Siemens Healthineers may at its sole discretion remedy Defects and perform maintenance by way of remote service, if feasible. Siemens Healthineers' General Terms of Remote Connection shall apply.

- 5.5. Siemens Healthineers shall have no obligations under this Section 5 with respect to any Defect based on or related to: (i) minor Defects which do not affect the commercial use of the Deliverables, (ii) insignificant deviations of Deliverables from the Documentation or Statement of Work, as applicable (iii) Defects that cannot be reproduced,

(iv) normal wear and tear of Hardware, (v) Customer's use of the Deliverables in combination with other software, technology, devices or items not provided by or approved by Siemens Healthineers and where the Defect would not have occurred but for such combination; (vi) Modifications, maintenance or repair not performed by Siemens Healthineers; (vii) Customer's use of the Deliverables in a manner not substantially consistent with the Documentation or Statement of Work, the terms of this Agreement or any instructions provided by Siemens Healthineers; (viii) use or incorporation of any design, technique, modification or specification in the Deliverables originating with, furnished or requested by Customer, unless otherwise agreed; (ix) the use of any other than the most current Update, Upgrade or new Version, if the Defect would have been prevented by using such Update, Upgrade or new Version; or (x) Defect attributable to the Customer for other reasons.

- 5.6. Siemens Healthineers may pass through any assignable warranties of suppliers of third-party hardware, which warranties shall replace the warranty obligations set forth in this Section 5 for the relevant hardware. Siemens Healthineers shall use commercially reasonable efforts to assist Customer during the supplier's warranty period by triaging issues and coordinating with such suppliers on issues that indicate failures of the relevant third-party hardware. Alternatively, Customer may contact the suppliers directly in order to obtain support in accordance with the respective warranty terms.

6. **THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Except for and subject to the conditions and limitations stated below, Siemens Healthineers shall be liable for any Claim.

- 6.2. If, as a result of such a Claim, Customer becomes enjoined or, in Siemens Healthineers' opinion, it is likely that Customer will become enjoined from using the Deliverables and Siemens Healthineers has caused the infringement through intent or negligence, Siemens Healthineers shall at its discretion and its cost: (i) procure for Customer the right to use the Deliverables; (ii) provide Customer with a non-infringing replacement or modify the Deliverables so that they become non-infringing, provided that the replacement or modification meets substantially the same functional specifications as the Deliverables. If according to Siemens Healthineers' reasonable assessment alternatives (i) and (ii) are not available on acceptable terms, and upon return or deletion, as the case may be, of the infringing part of the Deliverables on Siemens Healthineers' request, then, by way of option (iii), Siemens Healthineers shall (a) in case of a subscription license stop charging to Customer the Subscription Fees, or relevant portion thereof, for the infringing part of the Deliverables or (b) in all other cases refund to Customer the price for the unusable part of the Deliverables actually paid, as depreciated or amortized on a straight-line basis over the lifetime

of the Deliverables, as established by Siemens Healthineers. Once Siemens Healthineers' has chosen one of the options set out herein, Siemens Healthineers shall be relieved of any further obligation or liability to Customer as a result of any such infringement and if Siemens Healthineers has chosen option (iii) above, Siemens Healthineers shall be released from future delivery obligations regarding such part of the Deliverables.

6.3. Customer shall take all reasonable steps to cooperate with Siemens Healthineers to mitigate any potential damages, costs and expenses incurred by Siemens Healthineers.

6.4. Siemens Healthineers shall only be liable as set out in this Section 6 if Customer (i) gives Siemens Healthineers prompt written notice of any alleged or threatened Claims, (ii) allows Siemens Healthineers on its request to control the defense and/or settlement of such Claim, (iii) does not consent to any judgment or decree or does not undertake any other act in compromise of any Claim without first obtaining Siemens Healthineers' written consent, and (iv) provides to Siemens Healthineers all reasonable cooperation and information as may be requested by Siemens Healthineers. Customer may at its own discretion and at its own cost hire counsel to represent Customer in such matters. Siemens Healthineers shall not be liable to Customer for any cost or liability for such counsel and Customer shall be liable to Siemens Healthineers for any additional cost incurred by Siemens Healthineers due to such counsel.

6.5. Siemens Healthineers shall have no obligations under this Section 6 with respect to any Claim based on or related to: (i) Customer's use of the Deliverables in a manner not substantially consistent with the Documentation, the Statement of Work or the terms of this Agreement; (ii) the use or incorporation in the Deliverables of any design, technique, modification or specification originating with, furnished or requested by Customer, unless otherwise agreed; (iii) the infringement of any method or process in which the Deliverables may be used but not covering the Deliverables when used alone (iv) Modifications (v) Customer's use of the Deliverables in combination with other software, technology, devices or things not provided by or approved by Siemens Healthineers and where the infringement or breach would not have occurred but for such combination; (vi) Customer's use of the Deliverables after Siemens Healthineers has notified it to cease use due to a Claim; (vii) the use or distribution other than the most current update, upgrade or new version of the Software, if the Claim would have been prevented by the use of such update, upgrade or new version, (viii) any Claim arising from Customer's use of Open Source Software outside of the Software; or (ix) any claim attributable to the Customer for other reasons. In addition, if by reason of (i) - (ix) of the preceding sentence, a suit or proceeding is brought against Siemens Healthineers, Customer shall protect Siemens Healthineers in the same manner and to the same

extent that Siemens Healthineers has agreed to protect Customer.

6.6. With the exception of subscription licenses, any Claims become time-barred after a period of twelve (12) months from the date of delivery or, if applicable, the date of acceptance of the Deliverables.

6.7. The foregoing Sections state the entire liability of Siemens Healthineers and the exclusive remedy of Customer with respect to infringement of any intellectual property rights, either statutory or express or implied, including but not limited to any patent rights, copyrights, utility models, design patents, mask work rights, moral rights, trade secrets, trademarks, trade names, service marks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, ALL WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AS MENTIONED BEFORE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. Any liability regarding such intellectual property rights shall become barred twelve (12) months from (i) in case of a subscription license: the end of the Subscription Period or (ii) in all other cases: acceptance of the Deliverables.

7. AMOUNTS PAYABLE BY CUSTOMER

Any amounts payable by Customer to Siemens Healthineers hereunder shall be due and payable on the date or event specified in this Agreement or, if not specified, thirty (30) days after the date of Siemens Healthineers' invoice. If Customer fails to make any payment as provided in the Order Form, Siemens Healthineers is entitled to charge interest rates on the arrears at 1% of the outstanding amount per calendar month. Any other rights and remedies Siemens Healthineers may have due to the payment delay shall remain unaffected.

8. CONFIDENTIALITY

8.1. Each party shall use any information of the other party identified as "confidential" (or similar) or which is to be treated as confidential according to its content and/or the circumstances of its disclosure only for purposes of this Agreement, shall neither disclose them nor this Agreement to anyone except to its or its Affiliates' employees who each reasonably need to know such information, and who are each bound to corresponding confidentiality obligations in writing (including by employment agreements) and shall keep them confidential. This obligation shall not apply to information which is or becomes publicly available through no breach of the confidentiality obligations by the receiving party, which has been developed independently or rightfully acquired from third parties or which the receiving party is required to disclose by a binding decision of a

public body, a court order or mandatory law. If either party is required to disclose the information or this Agreement, such party shall promptly notify the other party prior to such disclosure in order to allow said party a reasonable opportunity to oppose the disclosure if and to the extent as legally permissible.

- 8.2. The receiving party shall bear the burden of proving the existence of the respective exception.
- 8.3. These confidentiality obligations shall survive termination or expiration of this Agreement for a period of 5 years, however, secrets of third parties, e.g. non-anonymized patient information shall in any case be kept confidential according to the terms of this Agreement for an indefinite period of time.

9. USE OF TECHNICAL DATA

Siemens Healthineers constantly works on the improvement of its products and services. To be able to optimize equipment availability as well as to ensure quality, Siemens Healthineers needs access to certain non-personal data such as technical data (e.g. device properties, performance parameters) and equipment specific usage data of its products. Customer hereby authorizes and grants Siemens Healthineers the non-exclusive, non-transferable, sublicensable rights to access, collect, store, copy, modify, analyze, publish or otherwise make use of such data for its own business purposes.

10. TERM

- 10.1. This Agreement becomes effective on the Effective Date. In case of a subscription license – and unless otherwise agreed between the Parties – this Agreement shall be in effect for an initial term of three years and shall automatically renew for additional renewal terms of one year (each) unless either Party provides the other Party with three months prior written termination notice, in which case this Agreement shall expire at the end of the initial term or a renewal term, as applicable.
- 10.2. This Agreement may be terminated by either party with immediate effect if the other party breaches this Agreement and if such breach has not been cured or a plan to cure such breach has not been mutually agreed within sixty (60) calendar days after the date of notice from the non-defaulting party to the defaulting-party. For the avoidance of doubt, Customer's failure to make any payments as provided in the Order Form qualifies as a breach of this Agreement.
- 10.3. Upon termination of this Agreement any license granted to use the Software shall terminate and the Customer shall cease using the Deliverables.
- 10.4. The provisions which by their nature and/or content are intended to survive shall continue to apply after the termination of this Agreement.

11. LIMITATION OF REMEDIES

- 11.1. Siemens Healthineers shall be liable in accordance with the statutory provisions for any personal damage attributable to Siemens Healthineers and for any other damage caused through intent. In all other cases the liability for damage to property attributable to Siemens

Healthineers shall be limited to the costs of repair or replacement of the property up to a total aggregate maximum of (i) the fee paid by Customer under this Agreement, if the fee is a one-time payment or (ii) per contract year, the fees paid by Customer during the 12 months prior to the first damage event in such contract year, if the fees are recurring. Any further claims against Siemens Healthineers for damages and cost reimbursement are excluded, whichever their legal basis, except as otherwise provided for by applicable mandatory laws.

- 11.2. 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.

- 11.3. Customer shall take all reasonable steps to cooperate with Siemens Healthineers to mitigate any potential damages, costs and expenses incurred by Siemens Healthineers.
- 11.4. The limitations of liability set forth in this Section shall also apply to Siemens Healthineers' personnel and subcontractors.

- 12. **USE OF DELIVERABLES.** Customer is solely responsible for using the Deliverables and for the accuracy and adequacy of information and data furnished for processing. Customer shall have full responsibility for the care and well-being of its patients and any reliance by it upon the Deliverables will not diminish that responsibility. Customer agrees that it is solely responsible for any practice of medicine or provision of medical or clinical services, including any medical or clinical decisions, judgments, and actions that it or its users may undertake, as well as being solely responsible for ensuring that the documentation of any medical care or patient information provided by Customer or by Customer's employees or agents is accurate and complete. Customer agrees that Siemens Healthineers and its subsidiaries, affiliates, officers, directors, agents, employees and assigns have no responsibility for any decisions made or actions taken or not taken in rendering medical or clinical care or providing medical or clinical services, or for information provided to patients or caregivers.

- 13. **FORCE MAJEURE.** Neither Siemens Healthineers nor Customer shall be responsible for any delay or failure of performance resulting from causes beyond its control.

- 14. **ASSIGNMENT.** This Agreement or any rights or obligations hereunder may not be assigned or otherwise transferred by either party without the prior written consent of the other party. However, Siemens Healthineers may assign this Agreement in whole or in part and/or its rights and obligations

hereunder without the consent of Customer or extend this Agreement to an Affiliate or to a successor in interest of all or part of the business to which this Agreement relates.

- 15. TAXES.** Customer shall be responsible for the payment (directly or by reimbursement of Siemens Healthineers) of all taxes imposed on Siemens Healthineers or Customer and resulting from this Agreement or any performance under this Agreement, excluding taxes based on Siemens Healthineers' income and employment taxes and unemployment insurance relating to Siemens Healthineers employees. If Customer provides Siemens Healthineers with a copy of its tax exemption letter or number, Siemens Healthineers shall not bill Customer for taxes to which the exemption applies.

16. Compliance with Export Control Regulations.

- 16.1.** Siemens Healthineers shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

- 16.2.** If Customer transfers Deliverables delivered by Siemens Healthineers or works and services (including all kinds of technical support) performed by Siemens Healthineers to a third party worldwide, Customer shall comply with all applicable national and international (re-) export control regulations. In any event Customer shall comply with the (re-) export control regulations of Hungary, of the European Union and of the United States of America.

- 16.3.** If required to conduct export control checks, Customer, upon request by Siemens Healthineers, shall promptly provide Siemens Healthineers with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens Healthineers, as well as any export control restrictions existing.

- 16.4.** CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS SIEMENS HEALTHINEERS FROM AND AGAINST ANY CLAIM, PROCEEDING, ACTION, FINE, LOSS, COST AND DAMAGES ARISING OUT OF OR RELATING TO ANY NONCOMPLIANCE WITH EXPORT CONTROL REGULATIONS BY CUSTOMER, AND CUSTOMER SHALL COMPENSATE SIEMENS HEALTHINEERS FOR ALL LOSSES AND EXPENSES RESULTING THEREOF, UNLESS SUCH NONCOMPLIANCE WAS NOT CAUSED BY FAULT OF THE CUSTOMER. THIS PROVISION DOES NOT IMPLY A CHANGE IN BURDEN OF PROOF.

- 17. GOVERNING LAW, ARBITRATION.** This Agreement is subject to the laws where Siemens Healthineers is located. In the event of any dispute arising from or in connection with the present agreement, especially with its breach, termination, validity or interpretation, the parties agree to submit the matter to the exclusive and final decision of the Permanent Arbitration Court

attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be three and the language to be used in the arbitral proceedings shall be Hungarian.

- 18. NOTICES.** Except as expressly agreed otherwise in this Agreement, all notices sent to the other party must be in writing to the address listed in this Agreement.

- 19. NO WAIVER.** No failure to exercise, delay in exercising or partial exercise by Siemens Healthineers of any right or remedy under this Agreement or applicable law shall operate as a waiver thereof or preclude Siemens Healthineers from exercising that or any other right or remedy under this Agreement or applicable law except as otherwise provided in this Agreement.

20. SUBCONTRACTORS; CONTROLLING DOCUMENTS; ENTIRE AGREEMENT.

- 20.1.** Siemens Healthineers reserves the right to award subcontracts to third parties with respect to the delivery of the Deliverables and performance of work or services, or parts thereof, under this Agreement. Siemens Healthineers' duty to perform under this Agreement shall remain unaffected.

- 20.2.** Any deviating terms of the Order Form take priority over any conflicting terms of these General Terms and Conditions for Licensing of Healthineers Software. An amendment to the Agreement prevails over the terms of this Agreement to the extent stated in that amendment.

- 20.3.** This Agreement constitutes the entire agreement between Siemens Healthineers and Customer and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between Siemens Healthineers and Customer relating to the subject matter herein.

- 20.4.** The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted.

- 20.5.** No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

- 21. DEFINITIONS.** The following definitions govern the meaning of capitalized terms used in this Agreement. Other capitalized terms may be defined where first used in this Agreement.

- 21.1.** "Agreement" means, collectively, the Order Form, these General Terms and Conditions, and any schedules, annexes, exhibits, or attachments referenced therein.

- 21.2.** "Affiliate" means a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with Siemens

- Healthineers, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean 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 entitling to 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.
- 21.3.** "Claim" means a claim, suit, action or proceeding brought against Customer by a third party to the extent it is based on any infringement by the Deliverables of patents and copyrights, owned by such third party and protected under the laws of the country where the Deliverables will be installed. Claim shall not include a claim, suit, action or proceeding based on rights that relate to a Standard.]
- 21.4.** "Concurrent User" is the maximum number of clients permitted to use the Software in parallel.
- 21.5.** "Customer" means the ordering entity as designated in the Order Form.
- 21.6.** "Defects" means malfunctions and errors with respect to Software, and defects with respect to Hardware.
- 21.7.** "Deliverables" means, collectively, the Software (including Third-Party Software), and/or Documentation that Siemens Healthineers provides to Customer.
- 21.8.** "Documentation" means Siemens Healthineers' standard description of functionality of the Deliverables, including all revisions thereto, excluding any marketing material.
- 21.9.** "Effective Date" means the date of the last signature of the parties on the Order Form.
- 21.10.** "First Productive Use" means the date on which live data is first processed through the Software.
- 21.11.** "General Availability Date" means the first date that Siemens Healthineers has designated for commencing delivery of a new Software, Hardware, service and/or other item to licensed customers in Customer's country.
- 21.12.** "Hardware" means the items specified as Hardware in any Order Form or other attachment.
- 21.13.** "Hotfix" means the modification of or replacement of object code versions of the Software, as may be applicable, to remedy a problem.
- 21.14.** "License Model" means the licensing and payment model described in the Order Form (e.g. single license, concurrent user, subscription license, payment per concurrent users, kilo procedure, number of cases per year, hours per time).
- 21.15.** "Modification" means any change to any Deliverable made by anyone other than Siemens Healthineers.
- 21.16.** "Order Form" means a form which specifies the Deliverables, with details inter alia on the relevant Software, Hardware, License Model, geographical scope, price, term and mode of delivery, and any work and services to be performed by Siemens Healthineers, as the case may be, and with reference to these General Terms and Conditions and, if applicable, other terms and conditions.
- 21.17.** "Open Source Software" means any software that is licensed under any license terms or other contract terms which require, as a condition of use, modification and/or distribution of such software and/or any other software incorporated into, derived from or distributed with such software ("Derivative Software") any one of the following: (i) that the Source Code of such software and/or any Derivative Software be made available to third parties; (ii) that permission for creating derivative works of such software and/or any Derivative Software be granted to third parties; and/or (iii) that a royalty-free license be granted to third parties under any intellectual property rights contained in the software and/or any Derivative Software.
- 21.18.** "Release" means a redistribution of Software with an aggregation of Updates and/or functional, operational and/or performance improvements.
- 21.19.** "Siemens Healthineers" means the Siemens Healthineers legal entity designated in the Order Form.
- 21.20.** "Software" means the software specified in an Order Form.
- 21.21.** "Standard" means any technical specification that is distributed, published, or otherwise made available by any consortium, standards organization, special interest group, or like entity, for the purpose of widespread industry adoption.]
- 21.22.** "Statement of Work" means the description of the functionality of the Deliverables as specifically agreed between Customer and Siemens Healthineers.
- 21.23.** "Subscription Fees" means the recurring fees which Customer shall pay to Siemens Healthineers as set out in the Order Form.
- 21.24.** "Subscription Period" means the period of the subscription license as set forth in the Order Form.
- 21.25.** "Third-Party Software" means software which has not been developed by or on behalf of Siemens Healthcare GmbH and/or its Affiliates, including, but not limited to, standard software from commercial suppliers, irrespective of whether it is used free of charge (freeware) or in return for payment (commercial off the shelf software) and Open Source Software.
- 21.26.** "Update" means packages of Software corrections as well as revisions addressing common functional and performance issues.
- 21.27.** "Upgrade" means a delivery of the subsequent [to the current installed version] version of the Software.
- 21.28.** "Version" means a delivery of new features packaged as part of existing Software labelled subsequently alphanumeric [e.g. VA20 → VC10]