

Trial Terms

(Version: 06.05.2024)

These Trial Terms govern Customer's use of Deliverables of Siemens Healthineers for test purposes for a limited period of time in addition to (i) the Commercial Form specifying the Trial Deliverables and the Trial Period, and (ii) the standard terms and conditions applicable to the relevant Deliverables and their installation, if any, which are attached to or referenced in the accompanying Offer ("Terms"). These Trial Terms shall be read as complementary to the Terms and prevail in case of conflict. For clarification, these Trial Terms do not apply to clinical trials of products or services that are not yet commercially available.

0. Definitions

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

- 0.1. "Offer" means an offer from Siemens Healthineers to Customer on the purchase or continued use of the Trial Deliverables after the end of the Trial Period subject to a purchase price, fee, or other remuneration, as specified in the Offer.
- 0.2. "Trial" means a test of the Trial Deliverables by Customer to assess the appropriate use and functionality of the Trial Deliverables in order to determine whether and when to use, order, purchase, or recommend the Trial Deliverable in the future.
- 0.3. "Trial Deliverables" means Deliverables that Siemens Healthineers provides to Customer free of charge and solely for the purposes of the Trial during the Trial Period.
- 0.4. "Trial Period" means a limited period of time specified in the Commercial Form not exceeding 90 days, during which Customer is permitted to use the Trial Deliverables for purposes of the Trial.

1. Purpose of the Agreement, Terms of Use

- 1.1. During the Trial Period, Customer shall have the non-exclusive and non-transferable right to use the Trial Deliverables on the hardware and/or at the location agreed with Siemens Healthineers according to their intended use, including all associated Patches, error corrections, updates and revisions made available to Customer at Siemens Healthineers' reasonable discretion, as well as the accompanying User Documentation only for the purpose of the Trial.
- 1.2. Customer acknowledges that, unless explicitly agreed otherwise, the Trial Deliverables are being provided at no charge to Customer. Customer represents and warrants that Customer will comply with any applicable laws or health care programs/insurance regulations which restrict Customer's ability to bill or seek reimbursement for the Trial Deliverables or its use thereof.
- 1.3. Customer may not allow unauthorized third parties access to or insight into the Trial Deliverables and may not hand over the Trial Deliverables to such third parties or permit them to use the Trial Deliverables.

2. Agreement Duration and Termination

- 2.1. The Trial Period shall commence upon delivery of the Trial Deliverables or, for Trial Deliverables requiring installation, completion of such installation at Customer's premises. Any extension of the Trial Period requires the prior written consent of Siemens Healthineers. Both Parties may terminate this Agreement in writing at any time.
- 2.2. Upon termination of the Agreement or expiration of the Trial Period, Customer shall cease to use the Trial Deliverables and as directed by Siemens Healthineers destroy, return (cleaned in accordance with general hygiene standards) and/or, in the case of Software, delete them. Siemens Healthineers may take appropriate technical measures to prevent Customer's continued use of the Trial Deliverables.

3. Customer's Obligations

- 3.1. Customer shall comply with any legal regulations applicable to Customer in its capacity as operator and with any relevant radiation protection regulations. Customer is responsible and shall bear the costs for all necessary notifications, approvals and official inspections.
- 3.2. Customer shall treat the Trial Deliverables with reasonable care until they are returned to Siemens Healthineers and shall comply with the User Documentation. Customer shall inform Siemens Healthineers immediately about any malfunction of the Trial Deliverables.
- 3.3. Customer shall bear the costs of the operating materials (e.g., electricity, water) required for the operation of the Trial Deliverables as well as the costs of the necessary consumables (e.g., photographic material).

Customer shall not install any third-party software on or use it in connection with the Trial Deliverables except as otherwise permitted by Siemens Healthineers in the Specification or otherwise in writing in advance.

4. Installation of the Trial Deliverables

- 4.1. Siemens Healthineers may refuse the installation of Trial Deliverables if, in its reasonable opinion, the proper operation or safety of such Trial Deliverables is not guaranteed. At the request of Siemens Healthineers, Customer shall facilitate checks of the proper functioning of the Trial Deliverables during installation.
- 4.2. Any change to a different installation site and any connection of other devices requires the prior written consent of Siemens Healthineers. Customer shall grant representatives of Siemens Healthineers during normal business hours access to the installation site upon prior notification.

5. Warranty and Liability

- 5.1. Trial Deliverables and User Documentation shall be provided free-of-charge, as-is and without warranty of any kind, for use in accordance with this Agreement.
- 5.2. Without prejudice to any limitations of Siemens Healthineers' liability in the Terms, Siemens Healthineers shall only be liable for intent and gross negligence.

6. Repair and Maintenance

- 6.1. If required by Siemens Healthineers for the respective Trial, Customer shall ensure that the Trial Deliverables and/or preconditional hardware are regularly updated and/or maintained.
- 6.2. Repair, maintenance or modifications of the Trial Deliverables during the Trial Period may only be carried out by representatives of Siemens Healthineers.

7. Hardware Insurance

Customer is obliged to adequately insure Hardware against accidental damage, loss and theft.

8. Acceptance of the Offer at the End of the Trial Period

- 8.1. Customer may accept the accompanying Offer until the end of the Trial Period.
- 8.2. Siemens Healthineers reserves the right to update any prices or fees in the Offer until Customer has accepted such Offer in writing.
- 8.3. Any purchase and/or continued use of Trial Deliverables after the end of the Trial Period shall be subject to the terms of the Offer except that, in the case of a purchase of Trial Deliverables and/or the granting of perpetual licenses therein, the warranty period starts at the beginning of the Trial Period upon delivery or installation, as the case may be.