

General Terms

(Version: 06.05.2024)

These General Terms govern the provision of Deliverables by Siemens Healthineers.

0. Definitions and Interpretation

- 0.1. "Affiliate" means any company, now or hereafter, directly or indirectly, controlled by, or controlling, or under common control with a Party. For purposes of this definition "control" of a company shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a company, 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.
- 0.2. "Agreement" means the Commercial Form, these General Terms and all other terms and conditions and other documents attached to or referenced in the Commercial Form.
- 0.3. "Commercial Form" means a document (including a quote, offer form or order form) agreed between the Parties in writing or any other form provided for in the Agreement, specifying the Deliverables and prices and providing applicable details, such as deployment, license and/or service models, usage limitations, charges and charge metrics, duration of the Agreement or Subscription Period and mode of delivery.
- 0.4. "Commercial Third-Party Software" means proprietary software not developed by or on behalf of Siemens Healthineers or its Affiliates, including commercial standard software, whether royalty-bearing or free of charge.
- 0.5. "Confidential Information" means any information, know-how, data, or physical material in any format disclosed by a Party in connection with this Agreement which is either identified as "confidential" (or similar) or to be treated as confidential based on its content and/or the circumstances of its disclosure. The terms of this Agreement and trade secrets are deemed Confidential Information in any case.
- 0.6. "Customer Data" means any data and/or information sent or inputted into the Deliverables or otherwise provided by or on behalf of Customer, or extracted from the Deliverables by or on behalf of Siemens Healthineers and its Affiliates. Depending on the relevant Deliverables, this may include health-related data and/or information relating to a patient such as patient history, diagnosis, treatment, electronic medical records (EMRs), and laboratory tests, Customer-provided configuration data, such as Customer-provided protocols, and any analytical results and data sets that are derived or created from Customer Data by or on behalf of Siemens Healthineers and its Affiliates. Customer Data shall not include Technical Data.
- 0.7. "Customer" means the person or entity designated as contract party in the Commercial Form or otherwise in an online registration process for the Deliverables.
- 0.8. "Data Processing Agreement" means, as applicable, the standard Data Processing Agreement according to Art. 28 GDPR of Siemens Healthineers or a data processing agreement covering the processing of Personal Data in connection with the Deliverables that is or has been entered into separately by the Parties, as further detailed in Section 10.2 below.
- 0.9. "Deliverables" means any hardware, software, reagents, consumables, Services, and other deliverables specified in the Commercial Form.
- 0.10. "Derivative Work" means (i) any modification (including any revision, translation, training or extracting of parts) of a Deliverable or Siemens Healthineers Machine Learning Model; (ii) any work based upon such Deliverable that, if prepared, used or distributed without authorization from Siemens Healthineers, would constitute copyright or other intellectual property rights infringement of such Deliverable under applicable law; or (iii) any non-source form (for example object-code or intermediary code) of the foregoing (i) and (ii).
- 0.11. "Force Majeure" means any event beyond the reasonable control of a Party, including war, terrorism, riot, sabotage, cyberattacks, acts or omissions of civil or military authorities, natural disaster, earthquake, fire, flooding, epidemic, general labor disturbances (e.g., strike or lockout), or shortage of labor, raw materials, components or power. Delays or disruptions caused by suppliers of Siemens Healthineers due to such shortages in the market shall in any case be considered force majeure events.
- 0.12. "Open-Source Software" means software provided by a copyright holder in source code form under an open-source license, in particular as defined by the Open Source Initiative from time to time, or a similar license to anyone with the permission to modify and distribute.
- 0.13. "Party" means Siemens Healthineers and/or Customer as applicable.
- 0.14. "Personal Data" means any information relating to an identified or identifiable natural person which is recognized as personal data under applicable data protection laws.
- 0.15. "Services" means the services and works specified in the Commercial Form or any statement of work or project plan attached thereto.
- 0.16. "Siemens Healthineers" means the Siemens Healthineers legal entity designated in the Commercial Form or otherwise in an online registration process for the Deliverables.
- 0.17. "Siemens Healthineers Machine Learning Model" means any machine learning methods that analyze and parse patterns, relationships and/or correlations between multiple data elements (for example deep learning methods and neural networks) and/or parameter sets associated with the foregoing, which are provided by Siemens Healthineers.
- 0.18. "Specification" means Siemens Healthineers' summary description of the scope, function and operation of the Deliverables included or referenced in the Commercial Form or otherwise made available by Siemens Healthineers upon the execution of the Agreement. Specification excludes all marketing materials and promotional information.
- 0.19. "Subscription Period" means the period of a subscription for a license or digital services, including any renewals thereof, as set forth in this Agreement.
- 0.20. "Technical Data" means any technical, support, performance, machine data, metadata solely describing Customer Data, and other non-Personal Data related to the Deliverables and collected and/or processed on-site or via a Siemens Healthineers remote connection, including (i) technical status, performance, and/or support related information, including application logfiles, errors occurred, device properties, quality control; (ii) asset and general configuration data, including asset and device configuration, software versions, patches, licenses, network settings; device service history; and (iii) utilization, operational, serviceability, machine diagnostic and system data, including sequences or performance of various tasks, used applications/licenses and interactions with the application, and the reagents and consumables loaded onto hardware.
- 0.21. "Third-Party Software" means Commercial Third-Party Software and/or Open-Source Software.
- 0.22. "User Documentation" means any information provided by Siemens Healthineers in order to assist Customer installing and/or using the Deliverables, such as user manuals, online

help, installation guides, instructions for use, description of the intended use and any safety or security related information.

- 0.23. Any words following the terms “including, in particular, for example, e.g.,” or any similar expression shall be construed as illustrative and shall not limit the sense of the words or phrase preceding those terms.

1. Reservation of Rights, Feedback

- 1.1. Siemens Healthineers, its Affiliates and/or its suppliers and licensors retain ownership of all intellectual property rights, copyrights and trade secret rights in the Deliverables, Derivative Works, User Documentation, and any other software, including application program interfaces (APIs), and documents provided by Siemens Healthineers. Except where such rights cannot be limited under applicable law, Customer may not reverse-engineer, decompile or otherwise reverse-translate the Deliverables, Derivative Works, User Documentation, and any other software, including APIs, and documents provided by Siemens Healthineers.
- 1.2. Customer shall not alter, obscure or remove any copyright, patent, trademark, trade secret, or other proprietary notices relating to the Deliverables (collectively “Marks”) and Customer shall include such Marks on any permitted copies thereof.
- 1.3. Siemens Healthineers may modify and/or deliver a new version of the Deliverables and the computing environment used to provide the Deliverables, as long as their agreed functionality, compatibility and security features are at least equivalent.
- 1.4. If Siemens Healthineers commercially releases a new version of any Deliverable, it may offer Customer the opportunity to accept such new version of the Deliverable, provided that such option must be exercised within the period notified by Siemens Healthineers, however latest before shipment (or, if there is no shipment, upon installation) of the Deliverable. If Customer desires to take the new version, Customer must pay for any price difference between the old and new versions and the cost of any additional required prerequisites.
- 1.5. Any feedback or suggestions regarding Deliverables are voluntary and Siemens Healthineers shall have the exclusive, worldwide, perpetual, transferable and sub-licensable right, without any limitation in scope, to use such feedback and suggestions for its own business purposes. Customer shall keep any feedback and suggestions confidential and shall not share them with any third party.

2. Prices, Taxes, Payment

- 2.1. The prices are exclusive of and Customer shall pay, or reimburse Siemens Healthineers for, any taxes (such as value added taxes, sales taxes, good and services taxes, digital service taxes, or other similar taxes), customs and import duties and any other charges such as public charges applicable to the transaction under this Agreement (“Taxes”).

If Customer is exempt from Taxes, Customer shall provide a valid exemption certificate, direct pay permit, or other such government-approved documentation to Siemens Healthineers without undue delay.

- 2.2. All payments shall be made to Siemens Healthineers’ bank account without any deduction. If and to the extent required by applicable law, taking into account any applicable double taxation treaty/international treaty, Customer shall (i) deduct withholding tax from the payments to Siemens Healthineers and pay it to the tax authorities in Siemens Healthineers’ name and on Siemens Healthineers’ behalf and (ii) send to Siemens Healthineers, without any requirement of notice and at Customer’s own expense, the official tax receipt evidencing payment of such withholding taxes without undue delay. If the applicable double taxation treaty/international treaty grants a reduced withholding tax rate, Customer shall support in achieving such reduction.
- 2.3. Customer may only set-off claims or assert rights of retention regarding claims that are undisputed or have been confirmed by final and unappealable decision of a competent court or arbitration court all in accordance with applicable Laws.

- 2.4. Any amounts payable by Customer to Siemens Healthineers hereunder shall be due on the date or event specified in this Agreement or, if not specified, 30 days after the date of Siemens Healthineers’ invoice. If Customer fails to make timely payment, Siemens Healthineers may charge interest on the arrears at a rate of (i) 1% per calendar month or (ii) the maximum rate permitted by applicable laws, whichever is lower. Any other rights and remedies of Siemens Healthineers due to the payment delay shall remain unaffected.

- 2.5. If any terms of payment provide for full or partial payment upon completion of installation or thereafter, and completion of installation is delayed beyond the agreed installation date for reasons attributable to Customer, then the balance of payments shall be due on the day following such installation date.

- 2.6. Except as otherwise provided in the Commercial Form, Siemens Healthineers shall be entitled to increase the prices or fees payable under an Agreement, or any distinct part thereof, once in any 12 months period, but not during the first 12 months of the term of the Agreement or relevant part. Such increase shall take effect no earlier than 1 month after Customer has been notified thereof. Any increase of prices or fees shall be based on the then current prices or fees and in proportion to the increase, if any, of the available consumer price index officially published by the Statistical Office of the Republic of Croatia in January for the previous calendar year. If this Agreement, or any distinct part thereof, provides for automatic renewals of the term, Siemens Healthineers reserves the right to adjust the pricing at the end of the initial term or each renewal period. In such a case Siemens Healthineers will inform Customer in writing at least one month ahead of the latest date stated in the auto-renewal provision at which Customer may issue the termination notice. Unless Customer terminates the Agreement, or part thereof, in accordance with its terms, the new pricing will apply from the start of the subsequent renewal period.

- 2.7. Customer shall make payments by wire transfer or cheque to a bank account of Siemens Healthineers named to Customer from a bank account held by Customer in its name and for its account. The Customer’s bank account must be held with a bank in the country in which Customer has its principal place of business or as otherwise agreed in writing in accordance with applicable anti-money laundering laws. Siemens Healthineers accepts no cash payment.

3. Third-Party Software

- 3.1. Deliverables may contain Third-Party Software. The use of Third-Party Software by Customer shall be subject to any applicable license terms that are integrated into or provided with the Deliverables (e.g., through a Readme OSS or similar file). In addition, certain Commercial Third-Party Software is also subject to further (pass-through) license terms referenced in the Commercial Form or accessible through the following link: <https://www.siemens-healthineers.com/it-terms-conditions>

All such license terms shall prevail over any conflicting terms of this Agreement with respect to the Third-Party Software. For Deliverables remotely accessed by Customer (e.g., software-as-a service), the foregoing shall apply where required by the Third-Party Software license terms.

- 3.2. For Open-Source Software, no license fees shall be invoiced to Customer. To the extent and during the time required by applicable license terms, Siemens Healthineers shall provide source code which is Open-Source or related material (i) with the Deliverables or (ii) on Customer’s written request against a reasonable handling fee.
- 3.3. Any license terms applicable to an update, upgrade or new version shall prevail over any terms that were applicable to the relevant part of the Deliverable prior to such update, upgrade or new version.
- 3.4. Customer hereby authorizes Siemens Healthineers to accept on Customer’s behalf any license terms applicable to Third-Party Software if required by the respective suppliers during installation or configuration. Such license terms will not lead to

additional costs or to additional restrictions on Customer's use of the Deliverables if Customer remains within the scope of the license originally granted. Customer may (i) access such license terms in the user interface or documentation of the respective Deliverables or (ii) request such license terms from Siemens Healthineers.

4. Intellectual Property Infringement

- 4.1. In case of a claim, suit, action or proceeding brought against Customer by a third party based on an infringement by the Deliverables of patents or copyrights ("Claim"), then subject to the following provisions of this Section 4, Siemens Healthineers shall, at its option and expense, either: (i) procure for Customer the right to use the affected Deliverables; or (ii) provide Customer with a non-infringing replacement or (iii) modify the Deliverables so that they become non-infringing. If in Siemens Healthineers' assessment none of the foregoing is reasonably possible, Siemens Healthineers at its option may take back, delete or block Customer's access to the Deliverables, as applicable, and (a) in case of a subscription stop charging to Customer the subscription fees for the affected Deliverables or (b) in all other cases, refund to Customer the price for the affected Deliverables less reasonable depreciation accounting for Customer's prior use of the Deliverables.
- 4.2. Siemens Healthineers obligations in Section 4.1 are subject to the following conditions: Customer (i) gives Siemens Healthineers prompt written notice of any alleged Claim; (ii) does not acknowledge an infringement and provides Siemens Healthineers with the authority, information and assistance reasonably requested by Siemens Healthineers to defend or settle such Claim; and (iii) gives Siemens Healthineers sole control of the defense (including the right to select counsel), and the sole right to settle such Claim. If Customer ceases to use the Deliverables or any relevant portion thereof, it shall notify the third party in writing that this cessation of use is not an admission of the Claim.
- 4.3. Siemens Healthineers shall have no obligations under this Section 4 with respect to any Claim based on or related to: (i) Customer's use of the Deliverables in a manner not consistent with the User Documentation or the terms of this Agreement; (ii) specific demands of Customer; (iii) infringement of any method or process in which the Deliverables may be used but not covering the Deliverables when used alone; (iv) modifications of the Deliverables other than by Siemens Healthineers; (v) Customer's use of the Deliverables in combination with other software, technology, or devices not provided by Siemens Healthineers for use with the Deliverables; (vi) Customer's use of Deliverables which are not the most current update, upgrade or new version and if the Claim would have been prevented by using such update, upgrade or new version; or (vii) any Claim attributable to Customer for other reasons.
- 4.4. The foregoing Sections state the entire liability of Siemens Healthineers with respect to the infringement of any intellectual property rights, and any other claims, rights and remedies of Customer for the infringement of intellectual property rights shall be excluded.

5. Limitation of Liability

- 5.1. The liability of Siemens Healthineers for all claims, damages, and indemnities arising out of or related to this Agreement regardless of their legal basis, whether in contract, tort or otherwise, shall not exceed, in the aggregate, 20 % of the amounts paid for the Deliverable in relation to which the claims arose. In deviation from this, if such a claim relates to a Deliverable provided on a recurring basis (e.g., continuous supply, subscription license, support agreements), the liability for all claims arising in a contract year shall not exceed, in the aggregate, 20% of the amounts paid for the Deliverable during the preceding contract year, except that in the first contract year such liability shall not exceed 20% of the amounts paid and prorated over a 12- month period. "Contract year" means the 12-month period from the effective date of the Agreement or any subsequent 12-month period.

- 5.2. In no event shall Siemens Healthineers be liable for any interruption of operations, loss of production, loss of interest, income, profit or saving, loss or corruption of data, loss of use, costs associated with data recovery or re-creation, or indirect, incidental, consequential, exemplary, punitive, or special damages, under contract, tort or any other legal theory, even if Siemens Healthineers was advised of, or otherwise should have been aware of, the possibility of such damages.

- 5.3. The limitation and exclusion of liability in this Section 5 shall not apply to bodily injury and death, cases of willful misconduct, gross negligence and to the extent that liability cannot be limited under applicable laws.

- 5.4. Any limitations and exclusion of liability shall also apply to the benefit of Siemens Healthineers' officers, directors, employees, agents and subcontractors.

6. Confidentiality

- 6.1. Each Party shall use Confidential Information of the other Party solely for the purposes for which it was provided, keep it confidential and shall not disclose it except to those of its employees, and/or to employees of its Affiliates or advisors or subcontractors, who reasonably need to know such Confidential Information for the purposes for which it was provided and who are bound to confidentiality either by their employment agreement or otherwise in writing to an extent not less stringent than the obligations imposed under this Agreement.

- 6.2. These obligations shall not apply to Confidential Information (i) which was already known to the receiving Party without any confidentiality obligation; (ii) which is publicly available at the time of disclosure or subsequently becomes publicly available through no breach of confidentiality obligations by the receiving Party; (iii) which the receiving Party has obtained from a third party without any confidentiality obligation provided such third party is not, to the receiving Party's knowledge, in breach of any confidentiality obligation relating to such information; (iv) which the receiving Party has developed independently from any Confidential Information; (v) which is required to be disclosed by a binding decision of a governmental body, a court order or applicable law provided that, unless it is impossible under the circumstances or prohibited by law, the receiving Party has given written notice of such ruling or order to the disclosing Party without undue delay so as to give the disclosing Party an opportunity to intervene, and provided further that the receiving Party uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially; or (vi) to the extent the disclosing Party has agreed that such information may be used otherwise under this Agreement.

- 6.3. These confidentiality obligations shall survive termination or expiry of this Agreement for a period of 7 years. Trade secrets and secrets of third parties, e.g., health data which are subject to professional secrecy, shall in any case be kept confidential according to the terms of this Agreement for an indefinite period of time.

7. Customer Responsibility

- 7.1. Customer is solely responsible for using the Deliverables in accordance with this Agreement, the User Documentation and all applicable laws, and for the legality, accuracy and adequacy of any information and data furnished for processing.

- 7.2. Customer 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 Customer or its users may undertake. Siemens Healthineers and its Affiliates are not authorized to practice medicine and have no responsibility for any decisions made or actions taken or omitted by Customer in rendering medical or clinical care or providing medical or clinical services, or for information provided to patients or caregivers.

- 7.3. Customer shall fully cooperate with and support Siemens Healthineers and its subcontractors (e.g., by providing any required information, ensuring preparation of site, providing the hardware environment, maintaining the security of

Customer networks to protect against cyber-attacks using the most current cyber avoidance strategies, procuring required approvals and permits, whitelisting of URLs specified in the data sheets). Customer shall ensure that third parties appointed by Customer also comply with these obligations.

Siemens Healthineers shall be relieved from any performance obligations if and to the extent their completion is prevented by Customer's non-performance or delay. In such a case agreed deadlines applicable for the Deliverables shall be extended accordingly and Siemens Healthineers shall be entitled to reimbursement of wasted and additional costs. Any other rights and remedies of Siemens Healthineers shall remain unaffected.

If a third party (including End Customers) becomes the owner of or acquires any right in the Deliverables, or if Siemens Healthineers performs or delivers Services at any location owned or operated by a third party (including End Customers), Customer shall ensure that the aggregate liability of Siemens Healthineers towards Customer and such third party will not exceed the limits of liability agreed in this Agreement. Customer shall compensate Siemens Healthineers to the extent that Siemens Healthineers' aggregate liability towards Customer and the third party exceeds the limitation of liability agreed with Customer. „End Customer“ means the institution, hospital or any other legal entity which is the ultimate owner or end user of the Deliverables.

- 7.4. At Siemens Healthineers' discretion, Siemens Healthineers can fulfill its legal and contractual obligations either on site or remotely. Customer shall provide Siemens Healthineers with both on-site and remote access to the Deliverables as reasonably required by Siemens Healthineers including for installation of any updates made available by Siemens Healthineers to eliminate or mitigate safety risks, security risks and/or defects. Customer shall permit a remote connection connecting the Deliverables which are capable of being connected to the secured Siemens Healthineers link, e.g., Smart Remote Services or Smart Connect. For remote connectivity the Remote Connection Terms of Siemens Healthineers apply. Customer shall establish at its cost and risk any technical requirements for such connection beyond the Deliverables, including a state of the art secured broadband connection unless otherwise agreed in the Commercial Form.
- 7.5. If Siemens Healthineers is not able to fulfill its obligations remotely or provide support, updates or trainings remotely for reasons not attributable to Siemens Healthineers (e.g. Customer not complying with its obligations, incorrect technical set-up at Customer site, lack of a Data Processing Agreement), Siemens Healthineers
 - (i) shall be released from any obligation to provide any Services. In the case of a platform-based Service, Customer's access to the relevant platform and all associated Services may be blocked. Customer's obligation to pay the fees applicable to such Services remains unaffected;
 - (ii) may fulfill its obligation or provide support, updates or trainings on-site while charging any additional costs to Customer based on Siemens Healthineers' then existing prices and/or adjust any guarantees, schedules or milestones, or
 - (iii) may terminate the Agreement in whole or in part if the relevant obligation, support, update or training can only be provided remotely (e.g. monitoring Services).

8. Customer IT

- 8.1. In order to protect Deliverables against cyberthreats, it is necessary that Customer implements and continuously maintains a comprehensive, holistic, state-of-the-art security concept for its IT infrastructure, including regular vulnerability scanning, but subject to the proviso that (i) scanning or testing shall not be performed during clinical use, and (ii) the system configuration and/or IT security controls of the Deliverable must not be modified.
- 8.2. Customer is responsible for preventing unauthorized access to the Deliverables, including for changing passwords and other protective settings from their default values to individual ones.

The Deliverables shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized in Siemens Healthineers' instructions for use and if Customer ensures that appropriate security measures including firewalls, network client authentication and/or network segmentation are in place.

- 8.3. Customer is responsible for implementing and maintaining a state-of-the-art, immutable, back-up system, which is independently secured and separated from the Deliverables to prevent any loss of data generated and/or used by the Deliverables.
- 8.4. Customer may only connect USB-storage media and other removable storage devices to Deliverables if and to the extent such connection is authorized in Siemens Healthineers' instructions for use and if Customer minimizes the risk of a malware infection of the Deliverables through malware scanners or other appropriate means.
- 8.5. Customer shall notify Siemens Healthineers without delay in case of suspected or actual cybersecurity incidents or vulnerabilities of the Deliverables. Customer shall ensure that such information is kept confidential unless disclosure is required by applicable law or Siemens Healthineers has given its prior written consent to the disclosure.

9. Turn-over [Hand-over] User Training for Medical Devices

- 9.1. On or before the start of operation of the Deliverables, Siemens Healthineers will provide user training required by law on the proper handling, use and operation of the Deliverables which are medical devices. Siemens Healthineers determines the scope and duration of such user training in accordance with its or its supplier's instruction guidelines. Siemens Healthineers will provide such training at its discretion and in accordance with applicable law in remote sessions or on-site. Alternatively or in addition, to the extent legally permissible, the user training may require that Customer's personnel perform prior mandatory self-study units made available for example via an online learning platform (such as PEPconnect or VarianThink) or a remote services infrastructure of Siemens Healthineers. In such case additional terms and conditions available on the relevant homepage in the then current form or provided to Customer upon request, may apply.
- 9.2. Customer shall facilitate such user training, provide a qualified representative as contact partner for Siemens Healthineers, ensure that its personnel that will receive the user training has the required qualifications and will be available for the entire duration of such user training and that relevant accessories and consumables to be used for the user training are available and in good working order.

10. Data Privacy

- 10.1. Siemens Healthineers and Customer are each responsible for their respective compliance with applicable data privacy laws. Customer is solely responsible for how Customer acquires Personal Data, and Customer shall only disclose to Siemens Healthineers Personal Data which are covered by a legal authorization and for which Customer has a legal right of processing.
- 10.2. If Siemens Healthineers processes Personal Data provided by Customer as part of the provision of the Deliverables, such processing shall be governed by the standard Data Processing Agreement of Siemens Healthineers, which is part of this Agreement unless an individual data processing agreement covering the Deliverables is or has been entered into separately by the Parties.
- 10.3. Siemens Healthineers processes Personal Data, for example names of contact persons, as a data controller to the extent required for the implementation of the Agreement and as described in the privacy notice of Siemens Healthineers available through the following link: <https://siemens-healthineers.com/business-partner-privacy-notice>.

Customer's employees and other personnel may request at any time, by sending a notice to dataprivacy.func@siemens-

healthineers.com and/or dataprivacy.rc-hr@siemens-healthineers.com that Siemens Healthineers cease to provide them with information on additional offerings and/or approaching them for surveys and feedback.

11. Data Use

- 11.1. Subject to applicable data privacy laws, Customer acknowledges that Siemens Healthineers and its Affiliates, subcontractors and suppliers will access, use, and process Customer Data and Technical Data on a limited, non-exclusive basis to the extent required by Siemens Healthineers to implement the Agreement and provide the Deliverables, including for the purposes of (i) performing, distributing, displaying, processing, managing, administering, monitoring, modifying, supporting, and enhancing the Deliverables; (ii) creating anonymized data; and (iii) invoicing.
- 11.2. Customer permits Siemens Healthineers and its Affiliates to access, use, process, copy, aggregate, analyse, modify, combine with other data and create derivative works from Technical Data on a non-exclusive basis without restriction in terms of time, location, transferability and sublicensing, for the business purposes of Siemens Healthineers and its Affiliates, such as (i) facilitating and advising on a continued and sustained use of Deliverables or other products, software and services; (ii) the substantiation of marketing claims for their products, software and services by means of aggregated data; (iii) benchmarking; (iv) research or development purposes (for example to determine usage trends, or to improve existing and/or develop new products, software and services); or (v) fulfilment of legal or regulatory obligations, including product surveillance.

12. Suspension and Termination

- 12.1. Siemens Healthineers is entitled to suspend the performance of its obligations (i) if Customer is in delay for more than 30 days with any payment or with providing any agreed payment security or (ii) if Customer otherwise materially breaches the Agreement. Any additional costs incurred by Siemens Healthineers due to such suspension shall be borne by Customer.
- 12.2. This Agreement may not be terminated for convenience by either Party except as otherwise provided for in this Agreement.
- 12.3. If a Party materially breaches this Agreement and does not remedy such breach within 60 days from receipt of written notice specifying the breach by the other Party, or if a plan to remedy such breach has not been mutually agreed within the same period, the non-defaulting Party shall be entitled to terminate that distinct part of this Agreement which is affected by such breach. It shall always qualify as a material breach if Customer fails to make payment when due or as set forth in Section 2.8.
- 12.4. Either Party may also terminate this Agreement for cause with immediate effect in the case of the other Party ceasing to operate in the ordinary course of business, making an assignment for the benefit of creditors or a similar disposition of its assets, or becoming the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
- 12.5. Provisions which by their nature and/or content are intended to survive shall continue to apply after the termination of this Agreement.

13. Force Majeure

- 13.1. Neither Party shall be liable for any damage, delay or non-performance of its obligations (except for payment obligations) under this Agreement if a Force Majeure prevents or materially impedes the performance of its obligations. Each affected Party shall notify the other Party of such event without undue delay.
- 13.2. Each Party shall use reasonable efforts to minimize the consequences of such Force Majeure event. Any deadlines shall be reasonably extended, allowing sufficient time for the resumption of supplies and services. The Parties will negotiate without undue delay a fair and reasonable adjustment of this Agreement to take account of the consequences of the Force Majeure event.

- 13.3. If the Parties fail to agree to such an adjustment and the Force Majeure event preventing or materially impeding the performance of the Agreement continues for more than 6 continuous calendar months, either Party may to the exclusion of further claims terminate any affected parts of this Agreement. Any accrued rights to which either Party is entitled at the date of such termination shall remain unaffected.

14. Third-Party Websites

Certain Deliverables may contain links to third-party websites. Siemens Healthineers has no influence on and accepts no responsibility or liability for any content or information provided on third-party websites. Any use of such third-party websites is at Customer's own risk.

15. Export Control

- 15.1. Customer shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations"). Customer shall not sell, export or re-export, directly or indirectly, to any sanctioned country any Deliverables supplied by Siemens Healthineers that are not medical devices pursuant to applicable medical device legislation and shall undertake its best efforts to ensure that the re-export prohibition is not frustrated down the commercial chain.
- 15.2. Upon request by Siemens Healthineers, Customer shall without undue delay provide Siemens Healthineers with all information pertaining to the particular End Customer, the particular destination, the particular intended use of Deliverables and if applicable User(s), and location of use. Customer will notify Siemens Healthineers prior to Customer disclosing any information to Siemens Healthineers that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens Healthineers.
- 15.3. Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals,
- (i) download, install, access, or use the Deliverables from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations;
 - (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports') or otherwise make available the Deliverables to any entity, person, or organization identified on a restricted party list of the Export Regulations or owned or controlled by a listed party;
 - (iii) use the Deliverables for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons);
 - (iv) upload to any digital services platform of Siemens Healthineers any content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99).
 - (v) facilitate any of the aforementioned activities by any User of the Deliverables.
- 15.4. Customer shall provide any entity, person, or organization to whom Customer grants access, transfers or otherwise makes available the Deliverables (collectively for the purpose of this Section 15 "User(s)") with all information necessary to ensure compliance with the Export Regulations. Customer shall
- (i) be responsible for the use of the Deliverables by any User;
 - (ii) procure to pass on all of Customer's obligations under this Section 15 to each User;
 - (iii) ensure that all Users comply with Customer's obligations under this Section 14.

Should Customer become aware of any violation of Export Regulations or any obligations under this Section 15, Customer shall immediately terminate the relevant User's access to the Deliverables, if applicable.

15.5. Customer will indemnify and hold harmless Siemens Healthineers, its Affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including reasonable attorney's fees and expenses) in connection with Customer's noncompliance with this Section 15. Customer will compensate Siemens Healthineers for all losses and expenses resulting thereof.

15.6. Siemens Healthineers shall not be obligated to fulfill this Agreement if such fulfillment is affected by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that Siemens Healthineers may be obliged under the Export Regulations to limit or suspend access by Customer and/or User(s) to the Deliverables.

15.7. If and to the extent the sale, licensing or provision of Deliverables is subject to prior authorization by the competent export control authorities this Agreement shall come into force only upon granting of such authorization.

16. Changes in Law

If applicable laws, rules, regulations, engineering standards, codes of practice, or decisions or guidance by courts or public authorities are issued or changed after an Agreement, or part thereof, comes into effect that is subject to recurring fees (such as agreements for Services), Siemens Healthineers is entitled to a reasonable adjustment of the Agreement to reflect the effects of such changes on its costs and ability to provide the Deliverables.

17. Applicable Law, Dispute Resolution

17.1. This Agreement is governed by the Laws of Croatia excluding the principles of conflicts of laws and the UN Convention on the Sale of Goods.

17.2. The competent court in Zagreb shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement.

17.3. Customer acknowledges that a breach or threatened breach of any term relating to Confidential Information, data or intellectual property rights would cause Siemens Healthineers irreparable harm not compensable in monetary damages and, accordingly, Siemens Healthineers is, in addition to all other remedies available under the Agreement, at law or in equity, entitled to seek immediate injunctive relief in any court of competent jurisdiction without the necessity of posting any form of security and Customer agrees to not object to such an application.

18. Assignment, Subcontracting

18.1. 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 (i) assign this Agreement in whole or in part and/or its rights and obligations hereunder without the consent of Customer, to an Affiliate or to a successor in interest of all or part of the business to which this Agreement relates and (ii) sell its accounts receivable or assign any of its claims for payment under this Agreement to any third party.

18.2. Siemens Healthineers may have any obligation hereunder performed by a subcontractor, including Affiliates.

19. Notices, Changes, Written Form

This Agreement, changes to this Agreement (including any waiver of this form requirement), any termination notices and any notices regarding claims and disputes must be made in writing or via an online mechanism provided explicitly for such purpose by Siemens Healthineers (if any). If this Agreement requires written form, the respective document must be either signed in handwriting or by electronic signature, using a software tool for electronic signatures. Transmission of a scan of an original signed with handwritten signature by means of telecommunication, also without using an electronic signature, shall be deemed to be "in writing".

20. Publicity

Except as may be required by applicable law, neither Party shall issue a press release in connection with the subject matter of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

21. Miscellaneous

21.1. When implementing this Agreement, each Party shall comply with any applicable laws and regulations.

21.2. In case of a conflict the documents prevail in the following order: (i) Commercial Form; (ii) the Specification; (iii) these General Terms and any other terms and documents referenced in the Commercial Form in the order of precedence indicated in those terms and documents.

21.3. Any delay or failure (whether partially or otherwise) in exercising any right will not constitute a waiver or lapse of such right.

21.4. This Agreement comprises the entire agreement between the Parties and supersedes any previous agreements relating to its subject matter. The reference to a document that refers to another document shall be deemed to also incorporate such other document, unless otherwise stated therein. Changes to this Agreement shall apply only if agreed by the Parties in accordance with Section 19. Other terms and conditions, including those of Customer in its purchase orders or other documents, shall not apply.

21.5. If any provision of this Agreement is illegal, invalid or unenforceable, all other provisions of this Agreement remain unaffected. The Parties shall replace such invalid or unenforceable provision by a provision which reflects as closely as possible the intention of the Parties.