

# Service Software License Terms

(Version: dd.MM.yyyy)

These Service Software License Terms govern the licensing of certain functions of the Service Software by means of use of Service Software keys in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms"). These Service Software License Terms shall be read as complementary to the Terms and prevail in case of conflict.

## 0. Definitions

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

- 0.1. "Service Software Key" means an authorized key necessary to activate certain functionalities of the Service Software.
- 0.2. "Term" means the duration of validity for the license as agreed in the Commercial Form, which can be either four (4) weeks or one (1) year.

## 1. Scope of License and Customer's Responsibilities

- 1.1. Siemens Healthineers grants to Customer, solely for Customer's own use, a fully paid up, non-exclusive, non-transferable, license limited to the Term to use Service Software for the purpose of assembling, installing, adjusting, testing, maintaining and repairing the Hardware. This license shall extend only to the Customer and its employees and may be sublicensed only to Customer's service providers.
- 1.2. A separate license is required for each unit of Hardware on which the Service Software will be used.
- 1.3. The Customer is responsible for determining the appropriate use and establishing the limitations of the Service Software as well as the results obtained by the use thereof. Siemens Healthineers shall have no obligation under this Service Software License Terms to train or support Customer in the use of the Service Software or provide an updated, improved or otherwise modified version of any software documentation.
- 1.4. Customer shall ensure, prior to transferring or disposing of any program medium, computer memory or data storage apparatus that Service Software and/or Service Software Keys contained thereon have been erased or otherwise destroyed.
- 1.5. Customer shall hold in strict confidence all Service Software and Service Software Keys. Customer shall make no disclosure thereof to anyone, except to its or its service providers' respective employees and Siemens Healthineers employees who have a need to know such information for purposes specifically related to this Agreement. Customer shall require all persons having access to any Service Software to comply with the terms and conditions of this Agreement.
- 1.6. Customer will fully cooperate with Siemens Healthineers to enable Siemens Healthineers to enforce its proprietary and property rights in the Service Software.

## 2. Term of License and Termination

- 2.1. This Agreement will commence on the date mentioned in the Commercial Form and shall expire at the end of the Term unless otherwise terminated as set forth in this Section 2.
- 2.2. This license terminates automatically without notice if Customer ceases to service the Hardware.
- 2.3. Siemens Healthineers may terminate this license, and/or suspend performance of any of its obligations, effective immediately upon written notice to Customer, if Customer or any of its service providers that are using the Service Software:

- 2.3.1. fails to comply with any of the terms and conditions of this Agreement; or
- 2.3.2. defaults under any other license or agreement with Siemens Healthineers or any Affiliate of Siemens Healthineers, or
- 2.3.3. publishes any Service Software Key or uses any Service Software Key from resources not authorized by Siemens Healthineers.
- 2.4. No portion of the license fee will be refunded to Customer in the event of termination of this Agreement.
- 2.5. On termination of this Agreement, the Service Software Key as furnished by Siemens Healthineers to Customer shall expire.

## 3. License Fee and Delivery of Service Software Key

In consideration for the license Customer shall pay a license fee. Upon receipt of the full license fee Siemens Healthineers shall supply to Customer the Service Software Key which shall be delivered to Customer by encrypted email or any other way explicitly agreed.

## 4. Access

Subject to the Hardware owner's reasonable security procedures, Siemens Healthineers shall always have immediate access to the Service Software for the purpose of carrying out mandatory safety updates.

## 5. Warranty

Siemens Healthineers does not warrant that the functions contained in any Service Software shall meet Customer's requirements or that the operation or use of the Service Software shall be uninterrupted or error-free or that any defects therein will be corrected.

## 6. Material Breach and Indemnification

- 6.1. Customer acknowledges that any unauthorized use of the Service Software by Customer which shall include using a service key not authorized by Siemens Healthineers shall constitute a material breach of this Agreement.
- 6.2. Customer agrees to indemnify and hold Siemens Healthineers (and its officers, directors, employees and agents) harmless from any claims, losses, liabilities, damages, costs, penalties, fines and expenses, including, without limitation, reasonable attorneys' fees, brought against, or suffered by, Siemens Healthineers for personal injuries or property damage arising directly or indirectly as a result of the use of the Service Software or failure to properly maintain or service the related Hardware.