Special Terms for SmartSimulator

(Version: 17.05.2024)

These Special Terms for SmartSimulator govern the provision of SmartSimulator in addition to (i) the Commercial Form and (ii) the General Terms, the Digital Access and Use Terms and the General SaaS Terms (together "Terms"). These Special Terms for SmartSimulator 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. "SmartSimulator" means the standard software program SmartSimulator which is provided for use under these Terms as a cloud software solution for a limited period of time. SmartSimulator contains Siemens Healthineers modality simulations, and explanations which involve the use of Siemens Healthineers' Hardware. Through different modules the Individual User can subscribe for a particular modality to the extent available.

0.2. "Subscription" means a license to consume a certain amount of hours during a certain period of time as defined in the relevant package agreed by Siemens Healthineers and Customer in the Commercial Form. The Subscription will start on the day on which the first hour of such package is started.

1. Scope

Subject to the Terms, Siemens Healthineers grants to Customer a non-exclusive, non-sublicensable, fully paid up and non-transferable license to use SmartSimulator as per Subscription. Further licenses, especially to any software or software tools described in SmartSimulator are not granted unless previously purchased by the Customer. Customer shall have no rights regarding the transfer of the source code of SmartSimulator.

2. Technical Requirements

In order to use SmartSimulator Customer shall ensure that its hard- and software used meet at least the following preconditions:

2.1. Any hardware with internet connectivity and internet access with 5 Mbps minimum, an installed Microsoft Edge or Google Chrome web browser and a communication port TCP/IP port 443 (with https enabled) will support the features and functionalities of SmartSimulator.

2.2. The costs for the internet access depend on the respective contracts between the Customer and its internet provider.

3. Customer Obligations

3.1. Customer understands that SmartSimulator is a Business 2 Business offering that provides support for education. Use of SmartSimulator for clinical use is not permitted.

3.2. Customer ensures that any Individual User of Customer needs to register/create an account in accordance with the Terms in order to use SmartSimulator. Any passing on of the account is not permitted.

3.3. Customer understands that use of SmartSimulator is password protected. Upon registration Siemens Healthineers will provide Individual User with an access code, comprising an Individual User ID and a password. On first access, Individual User shall promptly change the password received from Siemens Healthineers into a password known only to Individual User. The Individual User ID and password allow Individual User to view or change Individual User´s data or, as applicable, to withdraw Individual User´s consent to data processing.

3.4. After registration has been verified, Siemens Healthineers will provide Individual User at the email address provided by Individual User with a one-time code and Individual User shall access SmartSimulator with such code. In the interest of safety and security of the business transactions, only registered Individual Users – whose registration has been verified – may access SmartSimulator.

3.5. In accessing or using SmartSimulator, Customer acknowledges that SmartSimulator is a training application tool only which will under no circumstances replace any "real life" medical use. It is Customer´s own decision which techniques to apply on patients. Customer must be aware that the usage of medical devices is bound to legal regulations which have to be fulfilled by having a formal handover training.

3.6. Siemens Healthineers makes no representation that the Siemens Healthineers content offered in SmartSimulator is appropriate or available for viewing or downloading at locations outside of the country of the seat of Siemens Healthineers. If Customer access SmartSimulator from other countries than the country where Siemens Healthineers is seated, Customer is exclusively responsible for compliance with local laws. Access to Siemens Healthineers content from countries where such contents are illegal is prohibited.

3.7. For questions, complaints or claims regarding SmartSimulator Customer can contact Siemens Healthineers under support.sitc@siemens-healthineers.com.

4. Term and Termination

Unless otherwise agreed in the Commercial Form, the Subscription ends when all hours of the package are consumed or latest when the expiry date as defined in the ordered Subscription is reached. In the event that Customer wants to reactivate the license and to keep on using SmartSimulator, Customer shall at the latest one month before the end of the Subscription use the reactivation button and enter into the respective process.

5. Price and Payment

Unless otherwise agreed in the Commercial Form all prices are charged per started hour.