

Syngo Carbon Additional Terms

(April 2022)

These additional terms apply to Siemens Healthineers' Syngo Carbon solution. By ordering, accessing or using Syngo Carbon, customer agrees to these terms as part of customer's agreement with Siemens Healthineers. In the event of conflict, these terms prevail over other parts of the agreement, but only with respect to the corresponding third party content defined below.

1. Additional Terms for VMware Content¹

Syngo Carbon contains content licensed to SiemensHealthineers by VMware International Unlimited Company ("VMware"), an Irish corporation located at Parnell House, Barrack Square, Ballincollig, County Cork, Ireland (the "VMware Content"). With regard to VMware Content, customer hereby acknowledges and agrees to the following:

- 1.1 Customer shall not
 - a) sell, lease, license, sublicense or otherwise transfer, in whole or in part, VMware Content or related documentation to a third party on a stand-alone basis;
 - b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from VMware Content, in whole or in part (in any instance where law permits any such action, customer agrees to provide Siemens Healthineers in conjunction with VMware with (i) at least forty-five (45) days advance written notice of its belief that such action is warranted and permitted (which notice Siemens Healthineers provides to VMware) and (ii) an opportunity to evaluate if the laws' requirements necessitate such action);
 - c) allow access to or permit use of VMware Content by any user outside of Syngo Carbon; or
 - d) modify or create derivative works based upon VMware Content.
- 1.2 Customer shall
 - a) fully comply with applicable laws and regulations, including U.S. export laws and regulations, in any of its dealings with respect to VMware Content; and
 - b) respect VMware's proprietary rights in VMware Content.
- 1.3 VMware Content is "commercial computer software" and "commercial computer software documentation" pursuant to applicable regulations, and any use of VMware Content by the U.S. government is subject to the terms and condition applicable to VMware Content.
- 1.4 Subscription. To the extent VMware Content is licensed as subscription, customer agrees to use VMware Content only during the subscription period agreed with Siemens Healthineers (for this purpose, the commercial form or other applicable document will contain the way such period is calculated) and shall cease to use VMware Content at the end of subscription, and consequently, if customer wants to continue its use of VMware Content, shall repurchase VMware Content at the end of subscription.

2. Additional Terms for Oracle Content²

Syngo Carbon contains content licensed to SiemensHealthineers by ORACLE Deutschland B.V. & Co. KG ("Oracle"), a German corporation located at Riesstrasse 25, 80992 Munich, Germany (the "Oracle Content"). With regard to Oracle Content, customer hereby acknowledges and agrees to the following:

- 2.1 Customer shall not
 - a) transfer Oracle Content, except for temporary transfer in the event of computer malfunction if Syngo Carbon embeds Oracle Content in a physical device;
 - b) assign, give or transfer Oracle Content, any services ordered or an interest in them to another individual or entity (in the event customer grants a security interest in Oracle Content or any

¹ VMware vSphere 6.7 ff. Enterprise Plus, VMware vCenter Server 6.7 ff. Standard for vSphere, VMware vSAN 6.7 ff. Standard

² Oracle Embedded Enterprise

services, the secured party has no right to use or transfer Oracle Content or any services);

- c) use Oracle Content for rental, timesharing, subscription service, hosting or outsourcing;
- d) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- e) make Oracle Content available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license);
- f) grant title to Oracle Content to any other party;
- g) reverse engineer (unless required by law for interoperability), disassemble or decompile Oracle Content (the foregoing prohibition includes review of data structures or similar materials produced by Oracles Content) or duplicate Oracle Content, except for a sufficient number of copies of each program for customer's licensed use and one copy of each program media; or
- h) publish any results of benchmark tests run on Oracle Content.

2.2 Customer shall

- a) limit use of Oracle Content to the legal entity that executed the Syngo Carbon agreement with Siemens Healthineers;
- b) use Oracle Content solely within the scope of the Syngo Carbon agreement with Siemens Healthineers for internal business operations of customer. To the extent permitted by the Syngo Carbon agreement with Siemens Healthineers, customer may permit agents or contractors (including outsourcers) to use Oracle Content on customer's behalf for customer's internal business operations as described above, subject to these Additional Terms for Oracle Content. To the extent that certain functionalities of Syngo Carbon are specifically designed to facilitate interactions between customer and customer's end customers and suppliers, customer may permit its end customers and suppliers to use Oracle Content in furtherance of such interactions, subject to these Additional Terms for Oracle Content. Customer shall be responsible for its agent's, contractor's, outsourcer's, end customer's and supplier's use of Oracle Content and compliance with these Additional Terms for Oracle Content;
- c) discontinue use and destroy or return to Siemen Healthineers all copies of Oracle Content and documentation upon termination of the Syngo Carbon agreement with Siemens Healthineers; and
- d) comply fully with all relevant U.S. export laws and regulations and other applicable export and import laws to assure that neither Oracle Content, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws.

2.3 Customer acknowledges that

- a) Oracle and its licensors retain all ownership and intellectual property rights to Oracle Content;
- b) Oracle Content is subject to a restricted license and may only be used in conjunction with Syngo Carbon;
- c) customer is not permitted to modify Oracle Content; and
- d) Oracle Content may include source code that Oracle provides as part of its standard shipment, which shall be governed by these Additional Terms for Oracle Content.

2.4 To the extent permitted by applicable law, Oracle shall not be liable for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential and (ii) any loss of profits, revenue, data or data use arising from the use of Oracle Content. Oracle is not required to perform any obligations or incur any liability under customer's Syngo Carbon agreement with Siemens Healthineers.

- 2.5 Siemens Healthineers shall be permitted to audit customer's use of Oracle Content. Customer shall provide reasonable assistance and access to information during such audit and hereby permits Siemens Healthineers to report audit results to Oracle.
- 2.6 Oracle shall be a third party beneficiary of these Additional Terms for Oracle Content.
- 2.7 Third party technology that may be appropriate or necessary for use with Oracle Content (as specified in the documentation) is licensed to customer only for use with Syngo Carbon under the terms of the applicable third party license agreement, i.e. not under the general terms of the Syngo Carbon agreement with Siemens Healthineers.