

Terms of Use for *syngo.via* WebViewer for mobile iOS devices (“Terms”)

1. Definitions

- 1.1 “Affiliate” means a corporation or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with one of the parties, but such corporation or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition “control” of a corporation or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation or other entity.
- 1.2 “Demo Server” means a *syngo.via* WebViewer server which is operated by Siemens Healthcare GmbH, its Affiliates or subcontractors for demonstration purposes.
- 1.3 “Institution” means the institution, hospital or other legal entity owning the Institution’s *syngo.via* WebViewer server to which the *syngo.via* WebViewer App connects.
- 1.4 “Institution Server” means a *syngo.via* WebViewer server which is licensed and operated by or on behalf of an Institution.
- 1.5 “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data may in particular include special categories of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.
- 1.6 “Siemens Healthineers” means the Siemens legal entity licensing the *syngo.via* WebViewer App.
- 1.7 “*syngo.via* WebViewer App” means a *syngo.via* WebViewer for mobile iOS devices.
- 1.8 “Third-Party Software” means a software licensed by a third party to Siemens Healthcare GmbH and/or its Affiliates.
- 1.9 “User” means the person using the *syngo.via* WebViewer App.

2. General

- 2.1 The *syngo.via* WebViewer App is a software-only solution for reviewing medical images from

syngo.via. It cannot be used as a stand-alone device but is intended to connect (i) for demonstration purposes to a Demo Server or (ii) to an Institution Server which connects to an Institution’s *syngo.via* system.

- 2.2 These Terms govern the use of *syngo.via* WebViewer App and the connection to and respective use of a Demo Server. By downloading and using the *syngo.via* WebViewer App User agrees to these Terms. These Terms do neither govern the use of the Institution Server nor the use of the Institution’s *syngo.via* system. The use of the Institution Server and the Institution’s *syngo.via* system is subject to the respective agreement concluded between the Institution and Siemens Healthcare GmbH or one of its Affiliates or other distributors.

3. Ownership, Download, license to *syngo.via* WebViewer App

- 3.1 Siemens Healthcare GmbH and/or its licensors own all legal rights, titles and interests in and to the *syngo.via* WebViewer App, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

If User communicates suggestions for improvements, Siemens Healthcare GmbH and its Affiliates shall be entitled to use these suggestions in its discretion and without restriction. User shall ensure that suggestions do not include Personal Data.

- 3.2 The *syngo.via* WebViewer App may be downloaded to one or more mobile iOS device(s).
- 3.3 The *syngo.via* WebViewer App may only be connected to an Institution’s *syngo.via* WebViewer server, if the Institution has expressly agreed to such connection.
- 3.4 The *syngo.via* WebViewer App is licensed not sold. Subject to fulfilment with these terms and unless otherwise stated herein User shall be granted the non-exclusive, non-sublicensable and non-transferable right, for an unlimited period of time, to use the *syngo.via* WebViewer App, in unchanged form and only for the purposes stated in and in accordance with the operator manual. For documentation made available, provisions on rights of use for *syngo.via* WebViewer App shall apply mutatis mutandis. The same rights of use shall be granted for any new updates or versions.
- 3.5 The *syngo.via* WebViewer App may neither be copied, changed, reverse developed nor reverse compiled nor may any program parts be extracted, nor may any alphanumeric codes, stamps or copyright notices be removed.

- 3.6 Third Party Software. The *syngo.via* WebViewer App may in whole or in part contain Third-Party Software, which may only be delivered if the established license conditions are also supplied and may only be used in compliance with these established license

conditions. With regard to Third-Party Software, these conditions shall take precedence over any provisions of these Terms from which they deviate but only with respect to the Third-Party Software concerned. The Third-Party Software may contain free-ware, shareware or open-source software. Insofar as the open-source conditions provide for publication of the source code, Siemens Healthineers shall upon request provide a copy of the source code of the open-source software.

4. Limitation of Liability, No Warranties

4.1 SIEMENS HEALTHINEERS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY SYNGO.VIA WEBVIEWER APP. THE AFORESAID EXCLUSION OF LIABILITY SHALL NOT APPLY TO THE EXTENT LIABILITY CANNOT BE EXCLUDED DUE TO MANDATORY STATUTORY LAW, E.G. PRODUCT LIABILITY ACT AND LIABILITY FOR CULPABLY CAUSED INJURIES OF LIFE, BODY OR HEALTH.

4.2 THE USE OF SYNGO.VIA WEBVIEWER APP IS AT USER'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYNGO.VIA WEBVIEWER APP IS PROVIDED "AS IS" AND "AS AVAILABLE". SIEMENS HEALTHINEERS MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS OR CAPABILITIES OF THE SYNGO.VIA WEBVIEWER APP, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SIEMENS HEALTHINEERS SHALL CREATE A WARRANTY. SIEMENS HEALTHINEERS DOES NOT WARRANT THAT THE SYNGO.VIA WEBVIEWER APP WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER, OR IN COMBINATION WITH THIRD PARTY PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO TO THIS EXTENT THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO THEM.

5. Use of technical data

The Demo Server enables Siemens Healthcare GmbH and/or its Affiliates to collect and use technical data and related information—including but not limited to technical information about the device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services (if any) related to the *syngo.via* WebViewer

App, the *syngo.via* WebViewer server and/or the *syngo.via* system.

User herewith agrees that Siemens Healthcare GmbH and/or its Affiliates may use this information, as long as it is in a form that does not personally identify the User, to improve and provide products, services and/or technologies.

6. Use of Personal Data

6.1 In case of connection to the Demo Server Siemens Healthcare GmbH processes certain Personal Data of the User. Further information can be found in the privacy notice below.

6.2 User is aware of the fact that connection to the Institution Server enables the Institution to access to and process Personal Data. In this case the specific terms of the Institution regarding use of the Institution Server and data protection apply. User is aware of the fact that (i) Institution is data controller and therefore responsible for compliance with applicable law and (ii) Siemens Healthcare GmbH and its Affiliates are not able to give User any further information on the processing of Personal Data by the Institution.

7. Export Regulations

If the User transfers information, software and/or documentation provided by Siemens Healthineers to a third party, the User shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer the User shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

8. General Provisions

8.1 Applicable Law, Dispute Resolution. This Agreement is subject to the laws where Siemens Healthineers is located. All disputes arising in connection with this Agreement, which cannot be amicably settled through involvement of the upper management, shall be finally settled in accordance with the Rules of Arbitration ("Rules") of the International Chamber of Commerce ("ICC"). The seat of arbitration shall be the city where Siemens Healthineers is located. Any production of documents shall be limited to the documents on which the affected party specifically relies in its submission

8.2 If any of the provisions of these Terms are held to be invalid or unenforceable in any respect, the remaining provisions shall remain in full force and effect.

Privacy Notice for Demo Server

The protection of Personal Data is important to Siemens Healthcare GmbH and its Affiliates. The following privacy notice explains how Siemens Healthcare GmbH processes your Personal Data and describes Users related rights.

Controller

Siemens Healthcare GmbH, Henkestr. 127, 91052 Erlangen, Germany ("Controller") will process User's Personal Data as the data controller in accordance with this Privacy Notice and the applicable laws on the protection of Personal Data when using the Demo Server.

Categories of Personal Data processed, purpose of the processing and legal basis

Controller may process the following categories of personal data about User:

- Information that is automatically sent to us by your web browser or device, such as your IP-address, device type, browser type, referring site, sides accessed during your visit, the date and time of each visitor request.

Controller processes User's Personal Data for the following purposes:

- To offer the website's services and functions and to administer User's use of the website
- To fulfil Controller's obligations under contracts concluded between User and Controller
- To assert or defend legal claims
- To prevent an deter fraudulent or similar acts, including attacks on our IT infrastructure

The processing of User's Personal Data is necessary to meet the aforementioned purposes. The legal basis for the processing of User's Personal Data is:

- safeguarding the legitimate interests of Controller and its Affiliates (Art. 6 para. 1 lit. f of the EU General Data Protection Regulation (GDPR)). The legitimate interest lies in the processing of User's personal data for the purpose of the provision and implementation of Controller's offerings and services.

Links to other websites

This Privacy Notice does not apply to websites or applications of third parties. Links to third-party websites or applications are marked as such. Controller is not responsible for the collection, processing and use of User's data within the context of websites or applications that are not operated by Controller, nor is Controller responsible for their content.

Recipients and transfer of Personal Data

For the purposes described above, Controller may cooperate with its Affiliates and external services providers and may therefore disclose or transfer User's Personal Data to the following recipients:

- Affiliates of Controller.

Retention period

Controller will only process User's Personal Data for as long as it is necessary to fulfil the purpose of the processing or until User revokes his consent or object to the processing and there is no other legal basis or overriding legitimate reasons for the processing.

To the extent that Controller needs to process User's Personal Data to fulfil a legal obligation or the processing is necessary for the establishment, exercise or defense of legal claims, Controller stores User's Personal Data until the legal obligation is fulfilled or the legal claims have been asserted.

User's rights

According to the data privacy law applicable in the EU/EEA, User has the right – provided that the respective legal requirements are fulfilled – to:

- obtain confirmation as to whether Controller processes User's Personal Data and, where that is the case, obtain access to User's Personal Data processed by Controller as well as other information,
- obtain the rectification of User's inaccurate Personal Data processed by Controller,
- obtain from Controller the erasure of User's Personal Data processed by Controller,
- obtain from Controller restriction of processing of User's Personal Data,
- obtain User's Personal Data that User has provided to Controller in a structured, commonly used and machine-readable format or request that User's Personal Data be transmitted to another recipient,
- object to the processing of User's Personal Data by Controller and, on grounds relating to User's particular situation, to object to the processing of User's Personal Data insofar as the processing of User's Personal Data is based on legitimate interests.

User has the right to withdraw his consent at any time with effect for the future, i.e. User's withdrawal does not affect the legality of the processing carried out based on the consent prior to the withdrawal. After withdrawal, Controller may only process User's Personal Data to the extent that Controller can base the processing on another legal basis.

If User wishes to exercise any of his rights, User shall contact the Siemens Healthineers Data Privacy Organization (see contact information under "Data privacy contact").

Data privacy contact for questions and complaints, Data Protection Officer

The Data Protection Officer of Siemens Healthineers and the Siemens Healthineers Data Privacy Organization provide support in all questions relating to data privacy as well as questions, comments, concerns or complaints. The Data Protection Officer and the Siemens Healthineers Data Privacy Organization can be contacted at www.bkms-system.net/SHS-DP.

The Siemens Healthineers Data Protection Officer and the Siemens Healthineers Data Privacy Organization will always use best efforts to address and remedy User's request or complaint. In addition to contacting the Data

Protection Officer of Siemens Healthineers and the Siemens Healthineers Data Privacy Organization, User also has the possibility at any time to contact the competent data protection supervisory authority with your enquiry or complaint.