

ACCEPTABLE USE INTERNET POLICY

This Acceptable Use Policy (“**Policy**”) sets out terms with which an Authorized User must comply when using Siemens Healthineers Cloud-based Applications.

1. **Definitions.** Capitalized terms shall have the meaning given to them in the Agreement.
2. **No Illegal, Harmful, or Offensive Use of Authorized User Content.** Authorized User shall not use, or encourage, promote, facilitate, or instruct others to use, the Application for any illegal, harmful, or offensive use. Authorized User content must not be illegal, harmful, or offensive. In particular, Authorized Users use of the Application, Authorized User content and use of Authorized User content shall not:
 - 2.1. be in violation of any Laws or rights of others;
 - 2.2. be harmful to others, or Siemens Healthineers’ operations or reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
 - 2.3. enter, store or send hyperlinks, enable access to external websites or datafeeds, including embedded widgets or other means of access, in or as part of Authorized User content, for which Authorized User does not have authorization or which are illegal;
 - 2.4. be defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable;
 - 2.5. subject Siemens Healthineers, its affiliates, or its business partners to liability.
3. **No violation of Use Restrictions.** Authorized User shall not:
 - 3.1. copy, sell, resell, license, transfer, assign, sublicense, rent, lease, or otherwise make available the Application in whole or in part to any Third Party (unless permitted otherwise by Siemens Healthineers or required by Laws);
 - 3.2. translate, disassemble, decompile, reverse engineer or otherwise modify, tamper with, repair or attempt to discover the source code of any software contained in the Application (unless permitted otherwise by Siemens Healthineers or required by Laws);
 - 3.3. create derivative works of, or based on, any parts of the Application;
 - 3.4. change or remove any notices or notations from the Application that refer to intellectual property rights or brand names;
 - 3.5. imitate the “look and feel” of any of Siemens Healthineers’ website or other user interface, nor the branding, color combinations, fonts, graphic designs, product icons or other elements associated with Siemens Healthineers; and
 - 3.6. upload to the Application any Authorized User content that is subject to a license that, as a condition of use, access, and/or modification of such content, requires that any Siemens Healthineers’ its affiliates, or Siemens Healthineers’ business partners’ software or service provided by Siemens Healthineers and interacting with or hosted alongside Authorized User content: (a) are disclosed or distributed in source code form; (b) are licensed to recipients for the purpose of making derivative works; (c) are licensed at no charge; (d) are not used for commercial purposes; or (e) are otherwise encumbered in any manner.
4. **No Abusive Use.** Authorized User shall not do any of the following:
 - 4.1. use the Application in a way intended to avoid or work around any use limitations and restrictions, such as access and storage restrictions or to avoid incurring fees;
 - 4.2. access or use the Application for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface or use the Application in the operation of a business process outsourcing or other outsourcing or a time-sharing service;
 - 4.3. interfere with the proper functioning of any of Siemens Healthineers’ systems, including any overload of a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;
 - 4.4. engage in any activity or modification or attempt to modify the Application in such a way as to negatively impact on the performance of the Application.
5. **No Security Violations.** Authorized User shall not use the Application in a way that results in, permits, assists or facilitates any action that constitutes a threat to the security of the Application. Authorized User shall in particular:
 - 5.1. before accessing the Application, during use, and when transferring Authorized User content, take all reasonable precautions against security attacks on your system, on-site hardware, software or services that you use to connect to

and/or access the Application, including appropriate measures to prevent viruses, trojan horses or other programs that may damage software;

- 5.2. not interfere with or disrupt the integrity or performance of the Application or other equipment or networks connected to the Platform, and in particular not transmit any of Authorized User content containing viruses, trojan horses, or other programs that may damage software;
 - 5.3. not use the Application in a way that could damage, disable, overburden, impair or compromise any of Siemens Healthineers' systems or their security or interfere with other Authorized Users of the Application;
 - 5.4. not perform any penetration test of or on the Application without obtaining Siemens Healthineers express prior written consent; and
 - 5.5. not connect devices to the Application that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).
6. Reporting. If the Authorized User becomes aware of any violation of this Policy, Authorized User shall immediately notify Siemens Healthineers and provide assistance, as requested, to stop, mitigate or remedy the violation.