Additional License Terms

SIEMENS HEALTHINEERS AI-Pathway Companion with NCCN CONTENT

These additional terms ("Additional Terms") are specific to the Siemens Healthineers AI-Pathway Companion and are incorporated as part of the applicable Siemens Healthineers Healthcare IT Agreement ("Agreement"). By ordering, accessing or using the AI-Pathway Companion, Customer agrees to these Additional Terms. In the event of a conflict, these Additional Terms prevail over the Agreement.

1. Definitions. Capitalized terms not otherwise defined in these terms are defined elsewhere in the Agreement and have the same meaning in these terms as ascribed to them therein.

"AUC" means Appropriate Use Criteria.

"NCCN" means National Comprehensive Cancer Network, Inc., with an address of 3025 Chemial Rd, Suite 100, Plymouth Meeting, PA 19462.

"NCCN Content" means the NCCN Content provided to Customer by Siemens Healthineers with the AI-Pathway Companion Application.

"Siemens Healthineers" is Siemens Medical Solutions USA Inc.

2. Customer shall only use the NCCN Content provided in the AI Pathway Companion Application as a component of the AI Pathway Companion Application in accordance with the terms and conditions of this Agreement and these Additional License Terms. Customer shall not copy, sell, lease, assign, sublicense, or otherwise transfer or disclose the NCCN Content, in whole or in part, to any third party apart from the Intermountain AUC and Siemens Healthineers' CDSM. Customer may not modify such NCCN Content and may not use the NCCN Content except as set forth in this Agreement.

3. Any use or reproduction of the NCCN Content not in accordance with or in addition to that expressly stated in these Additional License Terms shall require the prior written approval of NCCN (which NCCN may grant or refuse in its sole discretion). Upon NCCN's request, Customer shall provide NCCN with examples of any use of the NCCN Content by Customer. Customer agrees to immediately cease any use of NCCN Content that violates the terms of these Additional License Terms upon receipt of notice from NCCN or Siemens Healthineers.

4. Customer acknowledges that NCCN or its licensors, as applicable, own all right title and interest in and to the NCCN Content, including, without limitation, all modifications, updates and other derivative works thereof, and all copyright and other intellectual property rights related thereto. Customer hereby agrees that it shall not at any time dispute, challenge, or contest, directly or indirectly, NCCN's right, title and interest in and to the NCCN Content, or assist or aid others to do so. Customer shall not remove any copyright, trademark or other notices or legends provided with the NCCN Content.

5. Neither NCCN nor any of its licensors makes any representation or warranty and explicitly disclaims the appropriateness or applicability of the NCCN Content to any specific patient's care or treatment. Any clinician seeking to treat a patient using the NCCN Content is expected to use independent medical judgment in the context of individual clinical circumstances of a specific patient's care or treatment.

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7. IN NO EVENT SHALL NCCN OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE NCCN CONTENT, INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, PHYSICAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR ANY OTHER DAMAGES, LOSSES OR CLAIMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS.