Master Service Agreement

Between

DRIMCO GmbH

and

Siemens Healthcare GmbH

This Master Service Agreement ("**MSA**") is between the DRIMCO GmbH from which the applicable Software and Services is purchased ("**DRIMCO**") and Siemens Healthcare GmbH **("SHS")** and is effective from the date of the applicable Transaction Document, as defined below ("**Effective Date**").

DRIMCO and SHS agree as follows:

1. DEFINITIONS AND FRAMEWORK

1.1 Definitions

"Affiliate" means for *SHS* a company belonging to the XXX group of companies and for DRIMCO any entity controlled by, controlling, or under common control with a party to this MSA. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under this MSA;

"Claim" means claims, suits, actions or proceedings brought against SHS in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement of the third party's patent, copyright, or trade secret rights of which DRIMCO is aware existing under the laws of the Covered Countries;

"Covered Countries" means all applicable countries where SHS has registered operations.

"Documentation" means user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Software, made generally available by DRIMCO;

"License Documents" means this MSA including appendices and any other documents provided by DRIMCO setting out permitted uses of the Software;

"License Fees" means all non-refundable fees payable by SHS to DRIMCO with respect to the granting of Software Licenses; Appendix.

"License Model" means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software; **Appendix A**

"Physical Media" means the physical media or hardware containing or enabling Software;

"Services" means the services agreed with SHS in supplementary Statement of Works (SoW);

"Software" includes software products, Documentation, and Support Software licensed to SHS under this MSA, including all copies made by SHS;

"Software License" means a license for the Software granted under this MSA to the SHS;

"Support Level Agreement" means the DRIMCO reporting, categorization, priority and resolution times for incidents reported. Appendix

"Support Software" means all maintenance and support software, updates, upgrades, patches, fixes modifications, ported versions, or new versions of the Software provided to SHS pursuant to an DRIMCO maintenance and support program, together with all related Documentation provided to SHS pursuant to such program;

"Taxes" means any taxes imposed by the German government arising out of granting of licenses and delivery of Software under this MSA;

"Third Party Software" means software products owned and licensed directly by third parties to the end user;

"Transaction Document" includes: a) a written order schedule signed by both parties which references this MSA, b) a quotation issued by DRIMCO and signed by the SHS, c) an invoice issued by DRIMCO, or d) any other document that references this MSA and is agreed to by DRIMCO in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by this MSA.

1.2 Appendices. The following (each an "**Appendix**" and collectively, the **Appendices**") are incorporated in and made part of this MSA.

        a)   **Appendix A – DRIM License Model and Pricing**

        b)   **Appendix B – DRIM Quality and Title**

        c)   **Appendix C – DRIM Hardware and Technical Requirements**

        d)   **Appendix D – DRIM Support Model**

        e)   **Appendix E – DRIM Core Components**

   f) **Appendix F -** SHS ==Business Code of Conduct, Data Protection Agreement &==
     ==Information Security Documents==

The pertinent provisions of each such Appendix shall apply to all Services provided by DRIMCO.

1.3 Order of Precedence. In the event of a conflict between any of the documents comprising the agreement documentation and any of the documents comprising a Service SOW entered into after the MSA Effective Date, the documents comprising a Service SOW will prevail; provided, however (a) a Service SOW may amend or override the terms and conditions set forth in a document comprising the agreement documentation only if (and to the extent that) such Service SOW specifically identifies the provision(s) the Parties intend to amend or override and (b) any such amendments to, or overrides of any additional terms and conditions, have been approved by SHS, as evidenced in writing on the executed version of the Service SOW.

1.4 MSA and SHS **Affiliates.** The Parties agree that SHS Affiliates can benefit from and use this MSA. Any SHS Affiliate may license or procure the services, licenses and products from DRIMCO and/or its Affiliates pursuant to the terms and conditions of this MSA if (i) such SHS Affiliate executes an individual contract, which constitutes an individual, independent contract between DRIMCO and/or its affiliates and the SHS Affiliate, and provided that (ii) such individual contract incorporates the terms and conditions of the MSA by reference.

The Parties agree that SHS can procure services, licenses, products etc. on behalf of SHS Affiliates and is responsible for payment to DRIMCO. SHS is granted a right by DRIMCO to sublicense procured services, products and/or licenses free of charge to any SHS Affiliate.

DRIM SOFTWARE AND LICENSING

2. OWNERSHIP OF THE DRIM SOFTWARE

Ownership. None of the DRIM Software is being sold. All ownership, intellectual property, and other rights and interests in the DRIM Software remain solely with DRIMCO, its Affiliates or its licensors. The source code of the DRIM Software is trade secret of DRIMCO, its Affiliates or its licensors, and is their confidential information.

3. LICENSE GRANT

3.1 Grant of License. Except as otherwise stated in the License Documents and subject to SHS payment of the License Fees and Taxes in full, DRIMCO grants to SHS a worldwide, nonexclusive, perpetual (unless stated to be a time limited term), internal business use license to download, install and execute the Software identified in the applicable Transaction Document subject to the License Models, restrictions, quantities, conditions, and limitations stated in the License Documents.

3.2 Applicable License Models. The License Model and any restrictions for the Software will be stated in the Transaction Document. If no License Model or restrictions are specified in the Transaction Document, the License Model (and any capacities) for which DRIMCO has been paid License Fees will apply.

3.3 Allocation of Licenses to Affiliates. The SHS may allocate Software Licenses to its Affiliates, provided: (a) the SHS remains responsible for the Affiliate's compliance with the License Documents; and (b) the SHS is liable for any breach of the License Documents by an Affiliate.

4. AUTHORISED COPIES

Software and Documentation. SHS may make as many copies of the Software necessary for it to use the Software as licensed. Each copy of the Software made by SHS must contain the same copyright and other notices that appear on the original copy. SHS will not modify the Documentation. Documentation may: (a) only be used to support SHS use of the Software; (b) not be republished or redistributed to any unauthorized third party; and (c) not be distributed or used to conduct training for which SHS, or any other party, receives a fee. SHS will not copy any system schema reference document related to the Software.

5. RESTRICTIONS

5.1 General Restrictions. SHS will not permit any other party (except for its Affiliates) to: (a) assign, transfer, give, distribute, reproduce, transmit, sell, lease, license, sublicense, publicly display or perform, redistribute or encumber the Software by any means, to any party; (b) rent, loan or use the Software for service bureau or time-sharing purposes, or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device, or in any other way allow third parties to access, use and/or exploit the Software; (c) use the Software, in whole or in part, to create a competitive offering; (d) charge a fee to any party for access to or use of the Software; (e) use the Software in a manner inconsistent with the License Documents.

5.2 Further Restrictions. SHS will not disclose results of any benchmark or other performance, evaluation, or test run on or related to the Software. SHS acknowledges that the Software is not fault-tolerant and not designed, manufactured, or intended for use as so. Except as expressly permitted

under applicable law, SHS will not modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse assemble, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the Software or any confidential information or trade secret.

5.3 Derivative Works/Improvements. SHS is prohibited from creating any change, translation, adaptation, arrangement, addition, modification, extension, upgrade, update, improvement (including patentable improvements), new version, or other derivative work based on, incorporating, or using, the Software. Notwithstanding, if any of the Software is provided to the SHS in source code format (or any other format that can be modified), the SHS may modify such portion of the Software for the sole purpose of using the Software in accordance with this MSA and DRIMCO will solely own all modified portions and SHS will irrevocably assign to DRIMCO in perpetuity all worldwide intellectual property and any other proprietary rights in and to any modifications of the Software.

6. ORDERING SOFTWARE LICENSES

6.1 Direct Orders. If SHS orders Software directly from DRIMCO, the Software must be identified on a Transaction Document acceptable to DRIMCO.

6.2 Risk of Loss and Shipping Terms. The Software is deemed delivered on the earlier of (a) when it is made available by DRIMCO for electronic download, or (b) when DRIMCO delivers the Software on Physical Media.

6.3 Invoicing and Payment. DRIMCO may invoice SHS for License Fees and Taxes upon delivery of Software. All License Fees and Taxes due to DRIMCO by SHS are due and payable upon SHS receipt of an invoice from DRIMCO. License Fees do not include Taxes which are the responsibility of SHS. If DRIMCO is obligated to pay Taxes on behalf of SHS, SHS will reimburse DRIMCO in full promptly following receipt of DRIMCO's invoice. SHS is responsible for paying the full SHS Fees to DRIMCO regardless of any Taxes SHS is required to withhold or deduct. All License Fees and Taxes due to DRIMCO under this MSA are payable in the currency specified in the Transaction Document. For all License Fees and Taxes due to DRIMCO which are not paid in full within 30 days following its due date, DRIMCO may claim an annual interest on arrears of 5.0 % (five-point zero percent p.a.)or the maximum amount allowed by law, if less, on the unpaid portion until fully paid.

6.4 SHS Affiliate Orders. SHS Affiliates that order Software Licenses are bound by the terms and conditions of this MSA as if it were SHS. SHS is liable to DRIMCO for any breach of this MSA.

6.5 DRIMCO Affiliate Orders. DRIMCO Affiliates may fulfill orders pursuant to a Transaction Document in which case the DRIMCO Affiliate is bound by all of the terms and conditions of this MSA as if it were DRIMCO. DRIMCO is liable to SHS for any breach of this MSA.

7. DRIMCO SUPPORT AND MAINTENANCE

DRIMCO Support and Maintenance Program. All software provided to SHS under the DRIMCO maintenance or support program is governed by this MSA.

8. LIMITED SOFTWARE WARRANTIES

8.1 Limited Software Warranty. DRIMCO warrants to SHS that the Software at the time of delivery to SHS: (a) will be free of all known viruses at the time delivery to SHS; and (b) will be free from defects as to quality and title (Appendix B).

8.2 Supplementary performance in the event of material defects

8.2.1 If SHS provides notification of material defects for which DRIMCO is liable as material defects, DRIMCO shall provide supplementary performance free of charge within an appropriate period.

8.2.2 Supplementary performance may be affected, at DRIMCO's option, by rectifying the material defect or by delivering new Software or Physical Media. DRIMCO may also provide an update, upgrade or more recent version of the Software for supplementary performance purposes, provided that this is reasonable for SHS.

8.2.3 The material defect may also be remedied by means of written instructions on how to act, or instructions on how to act provided over the telephone, to SHS by way of remote data transmission with corrective software. In these cases, in so far as this is reasonable, SHS is obliged to implement instructions on how to act, to enable remote data transmission or remote access by DRIMCO to the defective Software and/or to input corrective software immediately after it is delivered. A technical software workaround also constitutes rectification of a material defect if it does not considerably impair the use of the Software for the contractually envisaged purpose and the workaround is reasonable for SHS. In the event of a workaround, DRIMCO shall completely rectify the defect within the scope of any updating (update, upgrade, or new version) of the Software.

8.3 Supplementary performance in the event of Third-Party IP-rights infringement. DRIMCO will at its absolute discretion (a) obtain for SHS a nonexclusive license to continue using the Software; (b) replace the infringing portion of the Software as far as this is reasonable for SHS in consideration of the purpose of this MSA; or (c) modify the infringing portion of the Software without reasonable degradation in functionality in order to make it non-infringing.

8.4 Common provisions for material defects and defects of title

8.4.1 In the event of willful act or gross negligence of DRIMCO, in case of malicious concealment of a defect, physical injury, guarantees (Article 443 of the German Civil Code BGB) and Claims in accordance with the Product Liability Act (Produkthaftungsgesetz), the statutory limitation periods apply.

8.4.2 Material defects and/or defects of title which occur shall be documented by SHS in a manner comprehensible to DRIMCO (e.g. in the case of material defects by means of screenshots, error messages and defect records) and shall be reported in writing immediately after determination of any such defect.

8.4.3 The place of performance shall be the place where the software has been installed as agreed. DRIMCO reserves the right to invoice SHS for (i) additional costs which arise as a result of a reallocation of the Software by SHS to a location other than the contractually agreed installation location (if this occurs) and/or (ii) additional costs which arise as a result of SHS culpably failing to comply with its obligations to cooperate in accordance with this MSA and/or (iii) additional costs which are based on material defects in the Software which are asserted by SHS but do not exist and/or (iv) material defects in the Software which arise exclusively as a result of culpable faulty operation and/or (v) additional costs based on non-observance of the Software description in accordance with the respectively valid price list for the service.

8.4.4 SHS is not authorized to rectify defects in the Software itself or have them rectified by any third party (replacement performance) unless (a) DRIMCO has been given adequate opportunity to effect supplementary performance and the defect has not been rectified; (b) a right to effect self-remedy exists in accordance with other provisions of this MSA and/or (c) DRIMCO ultimately refuses to rectify the defects.

8.4.5 Compensation or reimbursement of futile expenditure. In the event of a Claim DRIMCO shall provide compensation or reimburse futile expenditure on the basis of a defect within the limitations outlined in section 9 of this MSA.

8.5 Warranty Exclusions

8.5.1 Material defects. The warranty in sections 8.1-8.3 shall not apply to any material defect caused by: (a) any change to the Software caused by the SHS, except where such changes were made by DRIMCO in relation to the provision maintenance and support services or SHS proves that defects which have arisen are not attributable to the change/modification and that error analysis and rectification by DRIMCO is not effected thereby.; (b) SHS failure to provide a installation or operating

environment for the Software according to the Documentation; (c) use of the Software on a software or hardware platform not approved by DRIMCO in writing; (d) software, hardware, network, firmware, data, or technology not licensed or approved by DRIMCO in writing; ((f) SHS own computer system; or (g) failure of SHS and/or user to comply with the Documentation.

8.5.2 Defects of title. The warranty in section 8.4 shall not apply in case such Claim arises solely as a result of SHS use of the Software within one or more of the Covered Countries not in accordance with the provisions of this MSA and the applicable Documentation, and provided: (a) the alleged or actual infringement was caused by the use of a superseded version of the Software if the infringement would have been avoided by the use of a then-current release of the Software; and (b) the alleged or actual infringement was caused by the modification of the Software by any party other than DRIMCO; (c) the alleged or actual infringement was caused by the combination or use of the Software with software, hardware, firmware, data, or technology not licensed to SHS by DRIMCO or approved by DRIMCO in writing; or (d) unlicensed activities of SHS.

DRIMCO SERVICES

9. DRIMCO SERVICES

9.1 Statement of Work. DRIMCO will perform services ("Services") and produce the deliverables described in one or more statements of work ("SOW").

9.2 Change Control Procedure. DRIMCO and SHS will follow a formal change control procedure with regard to any requested changes to the SOW. Upon submission of a change control request by DRIMCO or SHS, DRIMCO will submit to SHS a charge estimate and an assessment of any impact to the schedule to SHS. SHS must accept the estimate and assessment in writing within ten calendar days from the date submitted, otherwise the change control request will not be valid and DRIMCO will perform the Professional Services per the SOW.

10. DRIMCO PERSONNEL

DRIMCO has sole discretion regarding the assignment of DRIMCO personnel. DRIMCO personnel performing Services remain the employees of DRIMCO, and DRIMCO is responsible for all compensation and other employment benefits and responsibilities of such employees. DRIMCO may upon SHS consent, which shall not be unreasonable withheld or delayed use subcontractors to perform obligations under any applicable SOW provided that DRIMCO will remain primarily liable to SHS for all Services performed by DRIMCO subcontractors.

11. SHS RESPONSIBILITIES

11.1 Performance. SHS will perform its obligations set forth in the applicable SOW. If DRIMCO is required to perform the Services at a SHS location, SHS will make facility access, office space, and communication services available to DRIMCO. SHS will ensure that DRIMCO has the rights to use any third-party software or other third-party intellectual property made available to DRIMCO by SHS as necessary for the performance of Services. SHS will defend any claim brought against DRIMCO to the extent that such claim is due to SHS breach of the preceding sentence. SHS will bear the expense of defending such claim and pay any damages and attorneys' fees finally awarded or in settlement thereof, provided that DRIMCO notifies SHS promptly in writing of the claim and allows SHS to direct the defense or settlement. SHS will not enter any settlement without DRIMCO's consent.

11.2 Payment. SHS will pay all invoiced fees within 30 days from the invoice date. The agreed price for the DRIMCO Services shall be inclusive of all expenses relating to the execution and completion of the Services, except that SHS agrees to reimburse reasonable travel expenses. Travel expenses shall be reimbursed, against presentation of original receipts, provided such costs do not exceed the agreed amounts. **<< additional appendix>>**

12. DRIMCO RESPONSIBILITIES

12.1 DRIMCO shall comply with all applicable laws and regulations specific to its business of providing Services. The SHS retains responsibility for any legal requirements including all laws and governmental regulations and its specific internal control requirements specific to the SHS business and shall set out these requirements in the relevant SOW, if relevant for the specific Service. If DRIMCO or a sub-DRIMCO of DRIMCO is a foreign entity that performs Services, DRIMCO shall ensure that it and the sub-DRIMCO comply with the national legislation on registration of non-national service providers.

12.2 DRIMCO and its employees shall use reasonable endeavors to at all times comply with SHS internal rules of conduct as provided in writing to DRIMCO prior to the commencement of the Services set out in an SOW.

12.3 DRIMCO and its employees and SHS and its employees shall cooperate with each other to take reasonable action as is necessary for the efficient transmission of information and instructions.

12.4 DRIMCO shall indemnify and hold harmless SHS from and against any claims based on the infringement of obligations pursuant to §12.

13. OWNERSHIP OF DELIVERABLES

13.1 Pre-existing Software and Technology. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the inception of a Services project or acquired or developed thereafter without reference to or use of the intellectual property of the other party ("Preexisting Material").

13.2 Ownership of Deliverables. Subject to Sections 13.3 and 13.4, DRIMCO will own all intellectual property rights in or related to all deliverables that are developed and delivered by DRIMCO under this Agreement, and such deliverables will be DRIMCO's Confidential Information as further defined in Section 18. DRIMCO also will own all intellectual property rights in or related to any know-how, techniques, concepts, or ideas developed in the performance of the Services provided hereunder and related to DRIMCO's Pre-existing Material.

13.3 Deliverables Based on SHS Software and Technology. Subject to Section 13.4, SHS will own all intellectual property rights in or related to any deliverables developed hereunder to the extent that such deliverables consist of SHS Pre-existing Material, works derived from SHS Pre-existing Material, or modifications to SHS Pre-existing Material.

13.4 Third Party's' Software and Technology. All software and technology that is licensed by a party from a third-party vendor will be and remain the property of such vendor.

13.5 License Grant for Deliverables Owned by DRIMCO. DRIMCO grants to SHS a perpetual, royalty-free, non-transferable, and nonexclusive license to use the deliverables owned by DRIMCO and provided to SHS under a SOW for SHS internal business purposes. Unless otherwise specified in the applicable SOW, software deliverables will be in executable form, and SHS is authorized to load, execute, display, store and otherwise use the software for internal purposes. DRIMCO shall defend, protect, indemnify, and hold SHS, its distributors and its SHS harmless against any and all claims or damages arising from (1) third-party claims, such as infringement claims, relating to the Services/License or from (2) any claims of authors or inventors of the License claiming reasonable compensation for their work or invention, as well as all costs incurred, such as legal fees or court costs, related thereto.

13.6 No "Work Made for Hire". The Services provided hereunder will not constitute "works made for hire" under any applicable copyright laws. DRIMCO retains ownership of any work in progress under a SOW and will not deliver the same until SHS makes full payment in accordance with this Agreement.

13.7 No License to Intellectual Property of the Other Party. Except as expressly provided in this Agreement, neither party grants the other party a license to any of its patents, copyrights, trade secrets or other intellectual property. DRIMCO will be free to use the ideas, concepts, methodologies, processes, and know-how developed in the course of performing the Services (collectively "Know-how"), provided that such Know-how excludes SHS Pre-existing Material.

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14. SERVICE WARRANTY

DRIMCO warrants that the Services performed will be performed in a professional and workmanlike manner and in accordance with good industry practice.

15. LIMITATION OF LIABILITY

15.1 The entire liability of each of SHS and DRIMCO including the Parties directors and employees for all claims and damages arising out of or in connection with or related in any way to this MSA, regardless of the form of action, whether in contract, tort or otherwise, shall be limited and will not exceed 100 % of the annual turnover, or 100 million Euro whichever is higher.

15.2 In no event shall either SHS or DRIMCO including the Parties directors and employees be liable for any indirect, incidental, consequential or punitive damages, loss of profit, loss of use, loss of production, loss of information and/or data arising out of or in connection with this MSA.

15.3 Nothing in this MSA shall limit either party's liability in respect of any claims and damages for:

    a) a party's (including its employees', or subcontractors') willful act or omission or its or their gross negligence; or
    b) in cases of personal injury or death; or
    c) in any other case where such liability cannot be limited under mandatory applicable law.

15.4 The provisions of this section shall survive any termination or expiration of this MSA.

16. EXPORT COMPLIANCE

DRIMCO's obligations under this Agreement are conditioned upon, and SHS agrees to comply with, all applicable export and re-export control regulations, embargoes and sanctions including, but not limited to, those of the United States (the "Export Laws"). SHS represents that all products provided hereunder, and any derivatives thereof will not be (i) downloaded, exported, re-exported (including any "deemed export"), or transferred, directly or indirectly, contrary to the Export Laws, (ii) used for any purpose prohibited by the Export Laws or (iii) delivered to persons/entities otherwise ineligible to acquire or use the products provided hereunder. DRIMCO may conduct the necessary Export Laws checks and, upon request, SHS will promptly provide DRIMCO with any necessary information. SHS will indemnify and hold harmless DRIMCO against any claim, action, damages, fines and costs relating in any way to SHS noncompliance with Export Laws.

For all products to be delivered and Services to be provided according to this Agreement DRIMCO shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless SHS or any party other than

DRIMCO is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

DRIMCO shall advise SHS in writing as early as possible but not later than 1 week the delivery date of any information and data required by SHS to comply with all Foreign Trade Regulations for the products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case DRIMCO shall provide SHS for each product and Service

> • the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations; and

> • all applicable export list numbers; and

> • the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

> • the country of origin (non-preferential origin); and

> • upon request of SHS: DRIMCO's declaration for preferential origin (in case of European Suppliers) or preferential certificates (in case of non-European Suppliers)

In case of any alterations to origin and/or characteristics of the products and Services and/or to the applicable Foreign Trade Regulations DRIMCO shall update the Export Control and Foreign Trade Data as early as possible but not later than 1 week the delivery date. DRIMCO shall be liable for any expenses and/or damage incurred by SHS due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

DRIMCO acknowledges that SHS may store technology, know-how, software in object and/or source code, and other technical data, ("Technology"), on DRIMCO's servers and networks, and such Technology is subject to restrictions under EU, U.S. and local export-control regulations. DRIMCO shall procure that its employees, including its system administrators, refrain from reviewing, handling, or accessing any Technology without SHS prior written consent.

17. CONFIDENTIALITY AND DATA PROTECTION

17.1 Confidential Information. "Confidential Information" means all information disclosed by one party to the other under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. The receiving party will (i) use Confidential Information only as required to exercise rights or perform obligations under this Agreement, (ii) protect Confidential Information from unauthorized use or disclosure, and (iii) not copy the Confidential Information without

the prior written consent of the disclosing party. Neither party will disclose Confidential Information to any third party other than financial, tax and legal advisors. Neither party will disclose Confidential Information to any third party, other than to its employees, affiliated companies, consultants, contractors, and financial, tax and legal advisors without the prior written consent of SHS. Neither party will disclose the terms of this Agreement in connection with this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, DRIMCO and its affiliates may name SHS as a SHS on their websites and in SHS lists and other marketing materials.

17.2 Exclusions. The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by tire receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

17.3 Data Protection. Both parties accept the terms set out in ==Appendix F (Data Protection Agreement)== are incorporated into this MSA where DRIMCO processes any personal data of data subjects who are in the European Union on behalf of SHS in connection with this MSA. SHS shall comply with applicable data-protection law. In processing DRIMCO's personal data, SHS shall in particular comply with the provisions of applicable data-protection law covering the processing of personal data of data subjects who are in the European Union as a data processor on behalf of SHS in connection with this Agreement.

Access to SHS IT systems may be required in order for DRIMCO to perform the Professional Services. If so, SHS may need to request the personal data of DRIMCO's personnel listed below:

- First and last name;
- DRIMCO's name (name of company);
- Phone;
- Company mail (email).

The personal data required will ensure that each DRIMCO personnel member has only one identification number while accessing SHS's IT systems in providing Professional Services to SHS.

The personal data is needed in order to provide and manage DRIMCO personnel's identity access to SHS IT systems.

For further SHS data protection legal compliance information, in Appendix F.

18. NEGOTIATIONS

18.1 If a dispute arises out of or in connection with this Agreement, the responsible representatives of the parties shall attempt, in fair dealing and good faith, to settle such dispute. Upon request of a party a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these attempts by written notification to the other party at any time.

18.2 Nothing in this and the following sections shall limit the right of the parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction or arbitral tribunal.

18.3 Alternative Dispute Resolution. The parties shall attempt to agree on a procedure for alternative dispute resolution ("ADR") and the applicable procedural rules (including time limits) within fourteen (14) calendar days after a termination notice under Section 19 has been received by the other side. If the parties fail to agree on such procedure each party shall be entitled to refer the dispute to arbitration.

19. DISPUTE RESOLUTION

19.1 All disputes arising out of or in connection with this Agreement which are not resolved pursuant to Section 18.0 or an ADR procedure pursuant to section 18.3 (Alternative Dispute Resolution), including any question regarding the termination or any subsequent amendment of the Agreement, shall be finally settled in accordance with the Rules of Arbitration ("Rules") of the International Chamber of Commerce ("ICC").

19.2 If the value of the total matter in dispute, including the value of any counterclaims, is € 1 million or above, the expedited procedure provisions of the Rules shall not apply, and the arbitral tribunal shall consist of three arbitrators.

19.3 If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator, within thirty (30) calendar days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator.

19.4 The seat of arbitration shall be Munich, Germany. The language to be used in the ADR procedure and the arbitration proceeding shall be English.

19.5 Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

19.6 Consolidation of arbitrations pending under the Rules into a single arbitration shall only be possible if all parties have agreed to consolidation.

19.7 Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate.

20. TERMINATION

20.1 This MSA will remain in effect until terminated by either party by providing 30 days prior written notice to the other party. A SOW may only be terminated in accordance with its terms, if no terms are stipulated then in accordance with this MSA. In the event that this MSA or any SOW is terminated or suspended prior to the completion of the services or the delivery or acceptance of any final deliverable, SHS agrees to pay DRIMCO for all work performed through the effective date of termination or suspension of the Services.

SHS may terminate this MSA, purchase orders; SOW's or parts thereof with immediate effect by notice in writing to DRIMCO if:

(i) DRIMCO infringes material rights of SHS under this MSA despite receiving a written notice from SHS to desist from the same within a reasonable, specified period of time, or

(ii) DRIMCO breach one or more of DRIMCO's obligations, representations or guarantees specified, or

(iii) insolvency proceedings are instituted against DRIMCO or should the financial circumstances of DRIMCO seriously deteriorate which can likely affect its ability to perform its obligations under the MSA; or

(iv) there is a change in control of DRIMCO which in the reasonable opinion of SHS adversely affects the position, rights or interests of SHS.

20.2 Termination for Default. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this MSA for material breach by written notice, effective 30 days after notice unless the other party first cures the breach.

20.3 Effect of Termination or Expiration. Upon any termination of this MSA or upon expiration of a term license: (a) all Software Licenses or Services will immediately terminate; (b) SHS will immediately cease all use of the Software; and (c) SHS must either deliver to DRIMCO or destroy all copies of Software, Documentation, and DRIMCO confidential information in SHS possession or

control. Within 30 days after termination, an authorized representative of SHS must certify in writing that all copies have been delivered to DRIMCO or destroyed. Any terms in this MSA which by their nature extend beyond termination or expiration of this MSA will remain in effect until fulfilled.

20.4 In the case of DRIMCO's bankruptcy or similar insolvency proceedings, SHS will receive access to the source code implemented at the time of the insolvency proceedings for the sole purpose to continue operations for SHS. SHS is not permitted to sell any DRIMCO code, intellectual property rights, functionality, or packages.

21. MISCELLANEOUS PROVISIONS

21.1 Assignment. This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assigns of the parties. However, this Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by SHS without the prior written consent of DRIMCO.

21.2 Feedback. If SHS provides any ideas related to the Professional Services or deliverables, including requests for changes or enhancements, (collectively "Feedback") in the course of receiving Professional Services, SHS agrees that such Feedback may be used by DRIMCO without condition or restriction.

21.3 Independent Contractors. The parties to this Agreement are independent contractors. This Agreement does not create an agency, partnership, joint venture, or other fiduciary relationship between SHS and DRIMCO.

21.4 Developer Tools. DRIMCO is not responsible or liable for SHS development or use of additional software code or software products ("SHS Software") using software developer tools licensed by DRIMCO and SHS will defend and indemnify DRIMCO against any claims, damages, costs, losses or expenses related to the development or use of the SHS Software.

21.5 Waiver, Amendment, Assignment. Any amendment of this MSA must be in writing and signed by both parties. Neither party can assign, transfer, or sublicense any portion of its interests, rights, or obligations under this MSA by written agreement, merger, consolidation, change of control, operation of law, or otherwise, without the prior written mutual consent Neither party will be deemed to have waived any of its rights under this MSA by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this MSA will constitute a waiver of any prior or subsequent breach of this MSA. An assignment in contravention of this section will be null and void. Except to the extent identified in this subsection, this MSA will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

21.6 Force Majeure. Either party has the right to terminate after 90 days of Force Majeure except for payment and confidentiality obligations, or protection of intellectual property, neither party is responsible for any delay or failure in performance of this MSA to the extent due to causes beyond its reasonable control.

21.7 Severability. If any provision of this MSA is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from this MSA and all remaining provisions will continue in full force.

21.8 Press Release and Marketing. DRIMCO may with SHS corporate communication department's approval refer to SHS relationship with DRIMCO in a public press releases or marketing materials.

21.9 Attribution Notices. SHS will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices from the Software.

21.10 Resale of Third-Party Software. The use of any Third-Party Software resold by DRIMCO to the SHS will be governed by a license agreement between the Third-Party Software owner and the SHS. DRIMCO does not provide any warranties related to the Third-Party Software. DRIMCO has no liability or obligation to the SHS related to the Third-Party Software.

21.11 Entire Agreement. This MSA set forth the entire agreement between the parties with respect to this subject matter and supersede all other related oral and written agreements and communications between the parties. Neither party has relied upon such other agreements or communications. Any purchase order terms which purport to amend or modify terms of the MSA, or which conflict with the MSA are void.

21.12 Third Party Rights. This MSA does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this MSA.

21.13 Legal Review and Interpretation. Both parties have had an opportunity for legal review of the MSA. The parties agree that the MSA result from negotiation between the parties. The MSA will not be construed in favor of or against either party by reason of authorship. The headings used in this MSA are for convenience only.

21.14 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of Germany. Notwithstanding the foregoing, DRIMCO may bring an action in any jurisdiction to enforce or preserve its intellectual property rights under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

21.15   Code of Conduct. Each party will perform its obligations under this Agreement in accordance with the SHS <mark>Code of Conduct contained in Appendix F</mark>.

21.16 Notices.   Any notice under this MSA that must be given by a party in writing is deemed effective when sent either: (a) via certified or registered mail, postage prepaid, (b) via express mail or nationally recognized courier service to the other party's address specified in this MSA or on the most recent Transaction Document or (c) via secure email. Notices to DRIMCO can be sent to DRIMCO GmbH registered office.

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22. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and entered into by their respective duly authorized representatives as of the date last executed as below.

DRIMCO GmbH	**DRIMCO GmbH**
Licensor Signature	*Licensor Signature*
_____	_____
Name:	Name:
Bernt Andrassy	
Title:	Title:
Managing Director DRIMCO GmbH	Managing Director DRIMCO GmbH
Date:	Date:

Siemens Healthcare GmbH	**Siemens Healthcare GmbH**
Agreed by:	*Agreed by:*
Licensee Signature	*Licensee Signature*
_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

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APPENDIX A – DRIM LICENSING AND PRICING MODEL

1. DRIM Enterprise License List Price Per User

- The price for the **core DRIM Software is €77, - per user per month** (excluding taxes)
- This price is only valid in bulk orders greater than 100 users
- This includes standard 3rd Level Support
- Additional AI **'DRIM Tender Compare' module add-on is €24, - per user per month** (excluding taxes)
- Additional **'DRIM Polarion Connector' module add-on is €24, - per user per month** (excluding taxes)

2. DRIM 'SHS Enterprise 12 months 'Ramp-up' Package'

The enterprise 12 months 'Ramp-up' package has:

- **30 users and an unlimited amount of projects (within technical limits) for € t.b.n. per month (excluding taxes),** and
- **Ramp up services for managing a successful ramp up during the first 12 months for in total € t.b.n.**

Included in the ramp up services are: -

  o Installation support for on-premise IT (16 h).

  o Three train the trainer workshops for up to three employees jointly participating (8 h).

  o Initial customization, configuration to customer needs (48 h).

  o SHS Success Management including including regular feedback calls 45mins each (52 h).

  o Regular performance checks of the AI (36 h).

3. Payment Terms

SHS will be pay the licensee fee annually upfront.

4. Price Commitment

The list user price as indicated in this MSA for SHS is fixed until 31.12.2022

5. Time & Material (T&M) Consulting Charges

- DRIM 'Blended Consulting Rate', €150, - per hour (excluding taxes)
- All DRIM resources are managed from Germany.
- All remote services will be at the 'Blended Consulting Rate', €150, - per hour (excluding taxes)

APPENDIX B – DRIM PRODUCT DESCRIPTION 'QUALITY AND TITLE'

B.1 DRIM Product Description

a. DRIM Software document analysis solution uses to support the due diligence process and the management of enterprise complex tenders standalone or in ALM/PLM/Requirements Management systems.

b. DRIM Software analyzes documents using Artificial Intelligence (AI) elements and Natural Language Processing (NLP) algorithms to support searching and categorizing text into Requirement Objects (ROBs) for review with priority in the Tender Management process.

c. DRIM accuracy depends on several elements but ultimately learning from professionals' interactions and updates will tailor DRIM to your organization and terminology. All related tender documents are stored within a DRIM 'Project' folder in a PDF format.

d. DRIM stores all tender documents related to a 'bid' in a project folder for a series of user defined process scenarios to be established and to be accessed by all required users/roles.

e. DRIM users are those required to evaluate the tender where each user can collaborate with other users in one-single-source of truth. The tender requirements are analyzed, and the Requirement Objects (ROBs) are created from the document(s).

f. The users can assign a status directly to the ROB or assign a new ROB's assignee within the company for internal review. The list of ROBs are displayed in DRIM and the filter functionality is provided to support users in sorting the ROBs status.

g. Users can search across multiple documents within a project in a standard 'exact term' or by free text using 'fuzzy search'. A fuzzy search is the process that within technical limits locates text that is likely to be relevant to the search argument even when the argument does not exactly correspond to the desired information. The users can also summarize multiple search terms into one concept and search with a concept.

h. DRIM offers the ability to connect to the ALM system Polarion in a version described in Appendix C (10) and to store and synchronize all ROBs with Polarion.

i.   The operating language of DRIM is English. Additional business languages can be included subject to roadmap developments or subject to a customization activity.

B.2 DRIM 'Tender Compare Module' Product Description

a.   The Tender Compare module of DRIM offers the capabilities to match ROBs from one or multiple possibly historic projects (source project) into the documents of a selected project (target project).

b.   The matching is performed by evaluating within technical limits whether the same source requirement occurs in the documents of the target project.

c.   The ROBs which are being matched must have a minimum length of 7 tokens (contextual terms) in order to have the necessary amount of information for the matching process to function. DRIM locates matching ROBs then it allows the possibility to create a new ROB on the matching text of the target project by re-using information such as topics or internal and external comments.

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APPENDIX C - DRIM HARDWARE AND TECHNICAL REQUIREMENTS

UNDER REVISION

APPENDIX D - SERVICE LEVEL AGREEMENTS

This Appendix D sets forth the general DRIMCO Service Level Table and Terms.

Service Level Table – Definitions

As used in the Service Level Table, the following capitalized terms will have the meanings given them below.

(1) **Business Hours** operations is from 0900-1800 Central European Time.

(2) **Incident** means any nonconformity or deviation from the desired operation (e.g., a failure, error, malfunction, or an unexpected result) with respect to the DRIMCO supported applications.

(3) **Problem** means an underlying cause of one or more Incidents, which may include defects related to or arising from the DRIMCO supported applications, human errors, and external events.

(4) **RCA** means the documented Root Cause Analysis of a Problem prepared by DRIMCO.

(5) **Service Desk** means the level 1 service desk operated by or on behalf of SHS.

(6) **Start Time** means, with respect to an Incident, the time a ticket is opened for the Incident by the Service Desk in the DRIMCO Ticketing system.

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Criticality Level means the Priority level assigned by the caller to an Incident based on the following criteria:

Criticality Level	Definition	In Business Hours		
		Response Time	Restoration Target	RCA
High	An Error isolated that renders a DRIMCO supported release of a DRIMCO supported version inoperative or causes this DRIMCO supported release to fail completely, e.g., major system impact, system down. These Errors significantly restrict the use of the DRIMCO supported release of a DRIMCO supported version to perform necessary business processes, which cause an inability to use the DRIMCO supported release, and which create a critical impact on the business operation requiring an immediate action.	2	8	40
Medium	An Error isolated to a DRIMCO supported release of a DRIMCO supported version that substantially degrades the performance of this DRIMCO supported release or materially restricts business, e.g., moderate system impact, system hanging. The DRIMCO supported release of the DRIMCO supported version can be used, but an important function is not available and business operations are moderately impacted.	8	24	80
Low	An Error or Anomaly that causes only a minor or non-existing impact on the use of the DRIMCO supported release of the DRIMCO supported version, e.g., minor system impact, performance/operational impact. Anomaly may be easily circumvented or may need to be submitted to development as a request for enhancement.	16	40	NA

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APPENDIX E – DRIM CORE COMPONENTS

A list of components utilized or required by DRIM is maintained under the DRIMCO portal.

The current DRIM version (minimum V.1 RC15), at the date of this MSA, contains and is not limited to:-

E.1 DRIM Distribution Package - Third Party Components

Nr	Name	Version	Description	URL
1	Microsoft C++ REST SDK	2.10.16-3	The C++ REST SDK is a Microsoft project for cloud-based client-server communication in native code using a modern asynchronous C++ API design. This project aims to help C++ developers connect to and interact with services.	https://github.com/microsoft/cpprestsdk
2	PDFLib Tet SDK	5.1	PDFlib TET (Text and Image Extraction Toolkit) reliably extracts text, images and metadata from PDF documents. TET makes available the text contents of a PDF as Unicode strings, plus detailed color, glyph and font information as well as the position on the page. Raster images are extracted in common image formats.	https://www.pdflib.com/products/tet/
3	boost	1.73.0	Boost provides free peer-reviewed portable C++ source libraries.	https://www.boost.org/
4	openssl	1.1.1g	OpenSSL is a robust, commercial-grade, and full-featured toolkit for the Transport Layer Security (TLS) and Secure Sockets Layer (SSL) protocols. It is also a general-purpose cryptography library.	https://www.openssl.org/
5	{fmt}	6.0.1	{fmt} is an open-source formatting library providing a fast and safe alternative to C studio and C++ iostreams.	https://github.com/fmtlib/fmt
6	libpq	10.x	PostgreSQL is a powerful, open source object-relational database system that uses and extends the SQL language combined with many features that safely store and scale the most complicated data workloads.	https://www.postgresql.org/about/

E.2 DRIM GUI Components

- DRIM is distributed to be run under a Web Server (IIS, Apache and Nginx)

Nr	Name	Version	Description	URL
1	Angular	8	*Angular* is a platform and framework for building single-page client applications using HTML and TypeScript.	https://angular.io/

| | | | GUIComponents. Please refer to DRIMCO portal for additional information. | |
| 2 | Several node js packages | | | |

E.3 DRIM Key Pre-requisite Components

- DRIM Distribution Package requires the following components

Nr	Name	Version	Description	URL
1	Apache Solr	8.2.0	Solr is highly reliable, scalable and fault tolerant, providing distributed indexing, replication and load-balanced querying, automated failover and recovery with centralized configuration.	https://lucene.apache.org/solr/
2	PostgreSQL database	10.2	PostgreSQL is a powerful, open-source object-relational database system that uses and extends the SQL language combined with many features that safely store and scale the most complicated data workloads.	https://www.postgresql.org/about/
3	Docker Desktop	3.10	Docker Desktop is an easy-to-install application for your Mac or Windows environment that enables you to build and share containerized applications	https://www.docker.com/products/docker-desktop
4	openssl	1.1.1g	OpenSSL is a robust, commercial-grade, and full-featured toolkit for the Transport Layer Security (TLS) and Secure Sockets Layer (SSL) protocols. It is also a general-purpose cryptography library.	https://www.openssl.org/
5	Additional Components		Please refer to Installation Manual available on the DRIMCO portal	

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APPENDIX F - SHS BUSINESS CODE OF CONDUCT, DATA PROTECTION AGREEMENT AND INFORMATION SECURITY