

Terms and Conditions for North America

[Software License Evaluation and Trial Period Agreement for North America](#)

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SOFTWARE LICENSE EVALUATION AND TRIAL PERIOD AGREEMENT FOR NORTH AMERICA

1. These terms and conditions, the Solution Store Specific Terms & Conditions (“S3-TC”), which incorporate the Limited Trial License Terms and Conditions as applied by SyntheticMR U.S. Inc. (“SyntheticMR”) at any given time, apply between SyntheticMR and a licensee when SyntheticMR distributes a product to the licensee through Siemens Medical Solutions USA Inc. (“Siemens”) so called Solution Store, according to an App Developer Agreement between SyntheticMR and Siemens, for the licensee’s evaluation and test of such SyntheticMR product, free of charge and for a limited time. The S3-TC and the Limited Trial License Terms and Conditions are collectively referred to as the Trial Period Agreement. In the event of any conflict or inconsistency between the S3-TC and the Limited Trial License Terms and Conditions, the S3-TC shall prevail.

2. Distribution to the licensee through the Siemens Solution Store is subject to the licensee having a valid Solution Store Agreement with Siemens. If the Solution Store Agreement expires or is terminated for whatever reason, or if Siemens suspends the licensee’s rights according to the Solution Store Agreement, SyntheticMR is entitled to terminate the Trial Period Agreement or suspend the licensee’s right to use the product and/or other rights hereunder at SyntheticMR’s sole discretion.

3. Distribution to the licensee through the Siemens Solution Store is subject to SyntheticMR having a valid App Developer Agreement with Siemens. If the App Developer Agreement expires or is terminated for whatever reason, SyntheticMR is entitled to terminate the Trial Period Agreement at SyntheticMR’s sole discretion.

4. Neither the conclusion of the Trial Period Agreement, nor the performance of the rights and obligations conferred hereunder, will constitute a contractual relationship between the licensee and Siemens attributable to the licensee’s use of SyntheticMR’s products or services, notwithstanding that Siemens makes available the Solution Store for distribution of such products and services and may be engaged by SyntheticMR as subcontractor in the fulfillment of SyntheticMR’s obligations under the Trial Period Agreement.

5. Conclusion of the Trial Period Agreement becomes effective when the licensee has accepted these terms and conditions and received an e-mail from SyntheticMR confirming that the Trial Period Agreement is concluded. The Trial Period Agreement is valid for 90 days from the date when the use of the product is activated through the Siemens Solution Store and terminates without any additional termination. However, SyntheticMR is entitled to terminate the Trial Period Agreement at any time at SyntheticMR’s sole discretion, without giving prior notice or reasons. Further, each of SyntheticMR and Siemens are entitled to suspend the licensee’s rights according to the Trial Period Agreement at any time at their sole discretion, without giving prior notice or reasons.

6. SyntheticMR may, but is not obliged, to offer the licensee to continue using the product under an ordinary software license, subject to payment of a license fee and subject to the other terms and conditions offered (as the case may be) by SyntheticMR.

7. The licensee’s use of the product is subject to the licensee meeting the technical and other requirements applied by SyntheticMR from time to time at its sole discretion. Such requirements and changes thereof may be provided by SyntheticMR without giving prior notice and may make the use of the product dependent on the use of an update or subject to other restrictions.

8. For the avoidance of doubt it is clarified that SyntheticMR is not obliged to provide any support or other services under the Trial Period Agreement. SyntheticMR may at its discretion assist the licensee when activating and testing the product.

9. SyntheticMR is entitled to monitor, and to let Siemens monitor, the licensee’s use of the product to the extent deemed necessary by SyntheticMR, however only for SyntheticMR’s and/or Siemens’ internal business purposes.

10. SyntheticMR is entitled to engage Siemens or any other of its business partners as subcontractors for fulfilling its obligations under the Trial Period Agreement.

11. The licensee undertakes to ensure that its use of the product (and any services as the case may be) always complies with any applicable law and that it obtains and maintains all necessary permits and registrations. In addition to the restrictions of use laid down in the Limited Trial License Terms and Conditions, the licensee undertakes to ensure that its use of the product (and any services as the case may be) will not: (i) constitute a threat to the security or functionality of SyntheticMR’s, Siemens’ or any third party’s systems or business, (ii) adversely impact SyntheticMR, Siemens or any third party, in particular, without limitation, not present any risk of personal injury, (iii) not subject SyntheticMR, Siemens or any third party to liability.

12. The licensee undertakes to promptly inform SyntheticMR if it becomes aware of any circumstances indicating that the product (or any services as the case may be): (i) constitutes a threat to the security or functionality of SyntheticMR’s, Siemens’ or any third party’s systems or business, or (ii) may adversely impact SyntheticMR, Siemens or any third party, in particular, without limitation, not present any risk of personal injury. The licensee further undertakes to promptly inform SyntheticMR about any measures of authorities or court decisions which may possibly hinder use of the product (or any services as the case may be).

13. The licensee undertakes to indemnify and hold harmless SyntheticMR and Siemens against any claims, damages and costs (including reasonable legal fees) arising out of or in connection with a breach by the licensee of the Trial Period Agreement or applicable law.

14. As laid down in section 4 above, the Trial Period Agreement and/or the fulfillment thereof does not constitute a contractual relationship between the licensee and Siemens attributable to the licensee’s use of SyntheticMR’s products and/or services, and the products and services are exclusively rendered by SyntheticMR. Hence, the licensee undertakes not to direct any claims against Siemens attributable to the Trial Period Agreement or otherwise to the licensee’s use of SyntheticMR’s products and/or services. Should the licensee nevertheless direct such claim against Siemens, it is obliged to indemnify and hold SyntheticMR harmless for any claims from Siemens against SyntheticMR attributable to the licensee’s claim against Siemens.

15. SyntheticMR is entitled to amend the terms and conditions of the Trial Period Agreement at any time at its reasonable discretion. SyntheticMR undertakes to inform the licensee with at least 30 days prior written notice and by providing the licensee the amended terms. The amended terms and conditions will become binding upon the parties upon expiry of the above-mentioned notification period, unless the licensee objects to the amendments in writing prior to the expiry of the notification period. If the licensee objects to the amendments, SyntheticMR may elect to terminate the Trial Period Agreement according to Section 5 above.

Appendix 1: Limited Trial License Terms and Conditions for North America

1. GRANT

SyntheticMR hereby grants the Licensee a time-limited, non-exclusive, non-sublicensable and non-transferable right to internally use the Product(s) in its/their binary form (i.e. software in its compiled or assembled computer-executable form), free of charge, in accordance with the Documentation (where applicable) and the instructions supplied by SyntheticMR, in order to test and evaluate the Product(s), on the following terms and conditions and subject to the terms of the Main Agreement and other limitations that might be agreed on between the parties for such use. Unless otherwise agreed in writing between the parties, the Product(s) may be installed by SyntheticMR or the Licensee itself. At the end of the trial license period, the Licensee will either enter into an agreement with SyntheticMR for the continued use of the Product on commercial terms and conditions, or stop using the Product.

2. PROPRIETARY RIGHTS

The Product(s) and the Documentation are proprietary to SyntheticMR and contain valuable trade secrets and know-how. Title to the Product(s) and the Documentation and all intellectual property rights in or related to the Product(s), the Documentation and such trade secrets and know-how are and will remain the exclusive property of SyntheticMR, whether or not specifically recognized or perfected under the laws of the country where the Product(s) are located or used. These terms and conditions do not assign or purport to assign any intellectual property rights in or to the Product(s), the Documentation or such trade secrets and know-how to the Licensee. Title and all intellectual property rights in or related to any software development performed by SyntheticMR under or in connection with this agreement, such as interface software, shall belong solely to SyntheticMR and shall for the purposes of this agreement be regarded as part of the Product. The Licensee acknowledges and agrees that it has no right, title or interest of any kind or nature whatsoever in the Product(s), except for the limited license to use the Product(s), as granted hereunder. The Licensee agrees that it will take no action that will or may jeopardize or negatively affect the intellectual property rights of SyntheticMR. Any backup copy made in accordance with these terms and conditions must include all copyright information contained or reflected in the original.

3. RESTRICTIONS IN USE

Unless contradictory to applicable mandatory law or unless expressly permitted under these terms and conditions, the Licensee agrees to limit the use of the Product(s), Documentation and any trade secrets and know-how made available by SyntheticMR under this Agreement according to the following. The Licensee shall use the Product(s), Documentation and any trade secrets and know-how made available by SyntheticMR under this Agreement exclusively in or for its own business operations and for the agreed purposes and evaluation activities. The Licensee shall not create or attempt to create by reverse engineering, disassembly, de-compilation or otherwise, the source code or internal structure, or organization of the Product(s), or any part thereof, from any object code or information that may be made available to it, or permit others to do so. In addition, the Licensee agrees not to rent, lease, loan, distribute or otherwise transfer the Product(s), Documentation or any trade secrets and know-how made available by SyntheticMR under this Agreement, including not transmitting the Product(s) over a network, or aiding or abetting a third party to take any action set out above. Further, the Licensee shall not copy Product(s) or Documentation (other than to make copies of the Software in Binary Form for backup purposes only), and shall not develop any derivative works of the Product(s), alter, modify or enhance the Product(s) or incorporate, merge or bundle the Product(s) with any other product without the prior written approval of SyntheticMR. In addition to the limitations set forth above, the Licensee shall not remove, add to, conceal, change or tamper with any

intellectual property rights legends affixed or attached to the Product(s) or Documentation or remove any product identification or notices of any proprietary or copyright restrictions from the Product(s) or the Documentation or any support material.

4. NON-DISCLOSURE

Confidential Information within the meaning of these terms and conditions shall mean all information or data supplied by one party ("Providing party") to the other party ("Receiving party") which is of a confidential or other proprietary nature. For the avoidance of doubt, Confidential Information shall include the Product(s), the Documentation, any trade secrets and know-how made available by SyntheticMR under this Agreement and supporting materials (in printed or digital form) relating to the Product(s). The Receiving party will protect Confidential Information with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. The Receiving party will not disclose, directly or indirectly, any Confidential Information to any third party and shall limit access thereto to those of its employees who require access thereto. Neither party will have any confidentiality obligation with respect to Confidential Information or other proprietary information which the Receiving party proves was in the Receiving party's lawful possession prior to receipt thereof without any obligation to keep it confidential, or which is later lawfully obtained by the Receiving party from a third party under no obligation of secrecy, or which is or later becomes part of the public domain through no act or failure to act by the Receiving party. Either party shall promptly advise the other party in writing upon learning of any unauthorized use or disclosure of the Confidential Information. The obligations of confidentiality hereunder shall survive any termination of the agreement between the parties.

5. "AS IS" WARRANTY, LIMITATION OF LIABILITY

The Licensee acknowledges that the license granted hereunder is free of charge and for test and evaluation purposes only and that, therefore, the Product(s), the Documentation, any trade secrets and know-how made available by SyntheticMR under this Agreement, the Confidential Information and other deliverables which are supplied to it by SyntheticMR hereunder are provided on a strictly "as is" basis. SyntheticMR disclaims any and all warranties or representations relating to the Product(s), the Documentation, any trade secrets and know-how made available by SyntheticMR under this Agreement, the Confidential Information or other deliverables supplied by it hereunder, express or implied, including without limitation any warranty or representation of fitness for a particular purpose or merchantability. SyntheticMR shall under no circumstances be liable for any direct, indirect and/or consequential damages of any kind whatsoever (including without limitation loss of data, lost business, lost savings and lost profits), in connection with or which may arise under the agreement between the parties even if it has been advised of the possibility of such damages.

6. TERM AND TERMINATION

Notwithstanding the license period agreed in the Main Agreement, SyntheticMR may terminate the license with immediate effect should SyntheticMR for any commercial, technical or other relevant reason consider or suspect that the Licensee's continued use of the Product(s) and/or the Documentation may cause harm, damage or loss to SyntheticMR, the Licensee or any third party.

7. CONSEQUENCES OF TERMINATION

Upon termination or expiry of the license granted hereunder, all rights granted to the Licensee, including - but not limited to - the right to use to the Product(s), will immediately cease, and the Licensee shall promptly cease to use or refer to any intellectual property rights of SyntheticMR referred to in these terms and conditions. The Licensee shall return or, if not possible, delete and destroy the Product(s) from the personal computers, servers or other storage systems on which they are operated and all other computer systems and storage media and return to SyntheticMR any and all intellectual property rights related thereto (and copies thereof) and all other material provided hereunder, and deliver to SyntheticMR all items within the Licensee's possession or control that contains Confidential Information relating to the Product(s), Documentation or otherwise to the license granted

hereunder. The Licensee shall certify in writing that the Licensee has complied with the obligations hereunder.

8. **GOVERNING LAW, DISPUTES**

These terms and conditions shall be governed by and construed in accordance with the laws of Ohio without regard for multijurisdictional conflicts of laws. Any dispute arising out of or in connection with these terms and conditions shall be filed in the court of common pleas located in Hamilton County, Ohio.

9. **PROCESSING OF PERSONAL DATA**

SyntheticMR has through this agreement the privilege to store a limited amount of personal data provided by the Licensee (according to General Data

Protection Regulation, Article 6.1 f, reason 44). Name of contact person, title, site information, physical address, email address and phone number will be maintained in the CRM system and License Tool system of SyntheticMR during the agreement period. The purpose of personal data storage is for SyntheticMR to keep a customer record and deliver correct licenses of the licensed software. The access to SyntheticMR tools containing personal data is limited to the employees depending on the information. At the end of cooperation between SyntheticMR and the Licensee, the contact details will be removed from the systems within 3-6 months. General information of SyntheticMR's processing of personal data will be found on SyntheticMR's website (<http://www.syntheticmr.com/about/privacy-policy/>).

SOFTWARE LICENSE EVALUATION AND TRIAL PERIOD AGREEMENT FOR THE REST OF THE WORLD

1. These terms and conditions, the Solution Store Specific Terms & Conditions (“S3-TC”), which incorporate the Limited Trial License Terms and Conditions as applied by SyntheticMR AB (“SyntheticMR”) at any given time, apply between SyntheticMR and a licensee when SyntheticMR distributes a product to the licensee through Siemens Healthcare GmbH’s (“Siemens”) so called Solution Store, according to an App Developer Agreement between SyntheticMR and Siemens, for the licensee’s evaluation and test of such SyntheticMR product, free of charge and for a limited time. The S3-TC and the Test and Evaluation License General Terms and Conditions are collectively referred to as the Trial Period Agreement. In the event of any conflict or inconsistency between the S3-TC and the Test and Evaluation License General Terms and Conditions, the S3-TC shall prevail.

2. Distribution to the licensee through the Siemens Solution Store is subject to the licensee having a valid Solution Store Agreement with Siemens. If the Solution Store Agreement expires or is terminated for whatever reason, or if Siemens suspends the licensee’s rights according to the Solution Store Agreement, SyntheticMR is entitled to terminate the Trial Period Agreement or suspend the licensee’s right to use the product and/or other rights hereunder at SyntheticMR’s sole discretion.

3. Distribution to the licensee through the Siemens Solution Store is subject to SyntheticMR having a valid App Developer Agreement with Siemens. If the App Developer Agreement expires or is terminated for whatever reason, SyntheticMR is entitled to terminate the Trial Period Agreement at SyntheticMR’s sole discretion.

4. Neither the conclusion of the Trial Period Agreement, nor the performance of the rights and obligations conferred hereunder, will constitute a contractual relationship between the licensee and Siemens attributable to the licensee’s use of SyntheticMR’s products or services, notwithstanding that Siemens makes available the Solution Store for distribution of such products and services and may be engaged by SyntheticMR as subcontractor in the fulfilment of SyntheticMR’s obligations under the Trial Period Agreement.

5. Conclusion of the Trial Period Agreement becomes effective when the licensee has accepted these terms and conditions and received an e-mail from SyntheticMR confirming that the Trial Period Agreement is concluded. The Trial Period Agreement is valid for 90 days from the date when the use of the product is activated through the Siemens Solution Store and terminates without any additional termination. However, SyntheticMR is entitled to terminate the Trial Period Agreement at any time at SyntheticMR’s sole discretion, without giving prior notice or reasons. Further, each of SyntheticMR and Siemens are entitled to suspend the licensee’s rights according to the Trial Period Agreement at any time at their sole discretion, without giving prior notice or reasons.

6. SyntheticMR may, but is not obliged, to offer the licensee to continue using the product under an ordinary software license, subject to payment of a license fee and subject to the other terms and conditions offered (as the case may be) by SyntheticMR.

7. The licensee’s use of the product is subject to the licensee meeting the technical and other requirements applied by SyntheticMR from time to time at its sole discretion. Such requirements and changes thereof may be provided by SyntheticMR without giving prior notice and may make the use of the product dependent on the use of an update or subject to other restrictions.

8. For the avoidance of doubt it is clarified that SyntheticMR is not obliged to provide any support or other services under the Trial Period Agreement. SyntheticMR may at its discretion assist the licensee when activating and testing the product.

9. SyntheticMR is entitled to monitor, and to let Siemens monitor, the licensee’s use of the product to the extent deemed necessary by SyntheticMR, however only for SyntheticMR’s and/or Siemens’ internal business purposes.

10. SyntheticMR is entitled to engage Siemens or any other of its business partners as subcontractors for fulfilling its obligations under the Trial Period Agreement.

11. The licensee undertakes to ensure that its use of the product (and any services as the case may be) always complies with any applicable law and that it obtains and maintains all necessary permits and registrations. In addition to the restrictions of use laid down in the Limited Trial License Terms and Conditions, the licensee undertakes to ensure that its use of the product (and any services as the case may be) will not: (i) constitute a threat to the security or functionality of SyntheticMR’s, Siemens’ or any third party’s systems or business, (ii) adversely impact SyntheticMR, Siemens or any third party, in particular, without limitation, not present any risk of personal injury, (iii) not subject SyntheticMR, Siemens or any third party to liability.

12. The licensee undertakes to promptly inform SyntheticMR if it becomes aware of any circumstances indicating that the product (or any services as the case may be): (i) constitutes a threat to the security or functionality of SyntheticMR’s, Siemens’ or any third party’s systems or business, or (ii) may adversely impact SyntheticMR, Siemens or any third party, in particular, without limitation, not present any risk of personal injury. The licensee further undertakes to promptly inform SyntheticMR about any measures of authorities or court decisions which may possibly hinder use of the product (or any services as the case may be).

13. The licensee undertakes to indemnify and hold harmless SyntheticMR and Siemens against any claims, damages and costs (including reasonable legal fees) arising out of or in connection with a breach by the licensee of the Trial Period Agreement or applicable law.

14. As laid down in section 4 above, the Trial Period Agreement and/or the fulfilment thereof does not constitute a contractual relationship between the licensee and Siemens attributable to the licensee’s use of SyntheticMR’s products and/or services, and the products and services are exclusively rendered by SyntheticMR. Hence, the licensee undertakes not to direct any claims against Siemens attributable to the Trial Period Agreement or otherwise to the licensee’s use of SyntheticMR’s products and/or services. Should the licensee nevertheless direct such claim against Siemens, it is obliged to indemnify and hold SyntheticMR harmless for any claims from Siemens against SyntheticMR attributable to the licensee’s claim against Siemens.

15. SyntheticMR is entitled to amend the terms and conditions of the Trial Period Agreement at any time at its reasonable discretion. SyntheticMR undertakes to inform the licensee with at least 30 days prior written notice and by providing the licensee the amended terms. The amended terms and conditions will become binding upon the parties upon expiry of the above-mentioned notification period, unless the licensee objects to the amendments in writing prior to the expiry of the notification period. If the licensee objects to the amendments, SyntheticMR may elect to terminate the Trial Period Agreement according to Section 5 above.

Appendix 1: RoW -Limited Trial License Terms and Conditions

10. GRANT

SyntheticMR hereby grants the Licensee a time-limited, non-exclusive, non-sublicensable and non-transferable right to internally use the Product(s) in its/their binary form (i.e. software in its compiled or assembled computer-executable form), free of charge, in accordance with the Documentation (where applicable) and the instructions supplied by SyntheticMR, in order to test and evaluate the Product(s), on the following terms and conditions and subject to the terms of the Main Agreement and other limitations that might be agreed on between the parties for such use. Unless otherwise agreed in writing between the parties, the Product(s) may be installed by SyntheticMR or the Licensee itself. At the end of the trial license period, the Licensee will either enter into an agreement with SyntheticMR for the continued use of the Product on commercial terms and conditions, or stop using the Product.

11. PROPRIETARY RIGHTS

The Product(s) and the Documentation are proprietary to SyntheticMR and contain valuable trade secrets and know-how. Title to the Product(s) and the Documentation and all intellectual property rights in or related to the Product(s), the Documentation and such trade secrets and know-how are and will remain the exclusive property of SyntheticMR, whether or not specifically recognized or perfected under the laws of the country where the Product(s) are located or used. These terms and conditions do not assign or purport to assign any intellectual property rights in or to the Product(s), the Documentation or such trade secrets and know-how to the Licensee. Title and all intellectual property rights in or related to any software development performed by SyntheticMR under or in connection with this agreement, such as interface software, shall belong solely to SyntheticMR and shall for the purposes of this agreement be regarded as part of the Product. The Licensee acknowledges and agrees that it has no right, title or interest of any kind or nature whatsoever in the Product(s), except for the limited license to use the Product(s), as granted hereunder. The Licensee agrees that it will take no action that will or may jeopardize or negatively affect the intellectual property rights of SyntheticMR. Any backup copy made in accordance with these terms and conditions must include all copyright information contained or reflected in the original.

12. RESTRICTIONS IN USE

Unless contradictory to applicable mandatory law or unless expressly permitted under these terms and conditions, the Licensee agrees to limit the use of the Product(s), Documentation and any trade secrets and know-how made available by SyntheticMR under this Agreement according to the following. The Licensee shall use the Product(s), Documentation and any trade secrets and know-how made available by SyntheticMR under this Agreement exclusively in or for its own business operations and for the agreed purposes and evaluation activities. The Licensee shall not create or attempt to create by reverse engineering, disassembly, de-compilation or otherwise, the source code or internal structure, or organization of the Product(s), or any part thereof, from any object code or information that may be made available to it, or permit others to do so. In addition, the Licensee agrees not to rent, lease, loan, distribute or otherwise transfer the Product(s), Documentation or any trade secrets and know-how made available by SyntheticMR under this Agreement, including not transmitting the Product(s) over a network, or aiding or abetting a third party to take any action set out above. Further, the Licensee shall not copy Product(s) or Documentation (other than to make copies of the Software in Binary Form for backup purposes only), and shall not develop any derivative works of the Product(s), alter, modify or enhance the Product(s) or incorporate, merge or bundle the Product(s) with any other product without the prior written approval of SyntheticMR. In addition to the limitations set forth above, the Licensee shall not remove, add to, conceal, change or tamper with any

intellectual property rights legends affixed or attached to the Product(s) or Documentation or remove any product identification or notices of any proprietary or copyright restrictions from the Product(s) or the Documentation or any support material.

13. NON-DISCLOSURE

Confidential Information within the meaning of these terms and conditions shall mean all information or data supplied by one party ("Providing party") to the other party ("Receiving party") which is of a confidential or other proprietary nature. For the avoidance of doubt, Confidential Information shall include the Product(s), the Documentation, any trade secrets and know-how made available by SyntheticMR under this Agreement and supporting materials (in printed or digital form) relating to the Product(s). The Receiving party will protect Confidential Information with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. The Receiving party will not disclose, directly or indirectly, any Confidential Information to any third party and shall limit access thereto to those of its employees who require access thereto. Neither party will have any confidentiality obligation with respect to Confidential Information or other proprietary information which the Receiving party proves was in the Receiving party's lawful possession prior to receipt thereof without any obligation to keep it confidential, or which is later lawfully obtained by the Receiving party from a third party under no obligation of secrecy, or which is or later becomes part of the public domain through no act or failure to act by the Receiving party. Either party shall promptly advise the other party in writing upon learning of any unauthorized use or disclosure of the Confidential Information. The obligations of confidentiality hereunder shall survive any termination of the agreement between the parties.

14. "AS IS" WARRANTY, LIMITATION OF LIABILITY

The Licensee acknowledges that the license granted hereunder is free of charge and for test and evaluation purposes only and that, therefore, the Product(s), the Documentation, any trade secrets and know-how made available by SyntheticMR under this Agreement, the Confidential Information and other deliverables which are supplied to it by SyntheticMR hereunder are provided on a strictly "as is" basis. SyntheticMR disclaims any and all warranties or representations relating to the Product(s), the Documentation, any trade secrets and know-how made available by SyntheticMR under this Agreement, the Confidential Information or other deliverables supplied by it hereunder, express or implied, including without limitation any warranty or representation of fitness for a particular purpose or merchantability. SyntheticMR shall under no circumstances be liable for any direct, indirect and/or consequential damages of any kind whatsoever (including without limitation loss of data, lost business, lost savings and lost profits), in connection with or which may arise under the agreement between the parties even if it has been advised of the possibility of such damages.

15. TERM AND TERMINATION

Notwithstanding the license period agreed in the Main Agreement, SyntheticMR may terminate the license with immediate effect should SyntheticMR for any commercial, technical or other relevant reason consider or suspect that the Licensee's continued use of the Product(s) and/or the Documentation may cause harm, damage or loss to SyntheticMR, the Licensee or any third party.

16. CONSEQUENCES OF TERMINATION

Upon termination or expiry of the license granted hereunder, all rights granted to the Licensee, including - but not limited to - the right to use to the Product(s), will immediately cease, and the Licensee shall promptly cease to use or refer to any intellectual property rights of SyntheticMR referred to in these terms and conditions. The Licensee shall return or, if not possible, delete and destroy the Product(s) from the personal computers, servers or other storage systems on which they are operated and all other computer systems and storage media and return to SyntheticMR any and all intellectual property rights related thereto (and copies thereof) and all other material provided hereunder, and deliver to SyntheticMR all items within the Licensee's possession or control that contains Confidential Information relating to the Product(s), Documentation or otherwise to the license granted

hereunder. The Licensee shall certify in writing that the Licensee has complied with the obligations hereunder.

17. **GOVERNING LAW, DISPUTES**

These terms and conditions shall be governed by and construed in accordance with the laws of Sweden. Any dispute arising out of or in connection with these terms and conditions shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by a sole arbitrator appointed by such Arbitration Institute. The arbitration shall take place in Stockholm, Sweden and shall be conducted in the English language. The arbitral tribunal, the parties and their attorneys and representatives shall observe secrecy regarding the arbitral proceedings. The parties shall ensure that any witnesses and experts produced shall sign non-disclosure agreements.

18. **PROCESSING OF PERSONAL DATA**

SyntheticMR has through this agreement the privilege to store a limited amount of personal data provided by the Licensee (according to General Data Protection Regulation, Article 6.1 f, reason 44). Name of contact person, title, site information, physical address, email address and phone number will be maintained in the CRM system and License Tool system of SyntheticMR during the agreement period. The purpose of personal data storage is for SyntheticMR to keep a customer record and deliver correct licenses of the licensed software. The access to SyntheticMR tools containing personal data is limited to the employees depending on the information. At the end of cooperation between SyntheticMR and the Licensee, the contact details will be removed from the systems within 3-6 months. General information of SyntheticMR's processing of personal data will be found on SyntheticMR's website (<http://www.syntheticmr.com/about/privacy-policy/>).