

General Business Conditions of mediCAD Hectec GmbH

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING CAREFULLY. BY DOWNLOADING, INSTALLING OR USING THE APP, AS DEFINED HEREIN, YOU, AS THE LICENSEE (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT (THE "AGREEMENT"); (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND IF YOU ACT ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APP.

1. Definitions

The following terms shall have the following meanings:

"Affiliate" means a corporation, company, or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with another entity. For purposes of this definition 'control' of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether: (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority; (ii) by contract; or (iii) otherwise.

"App" means software marketed under the name mediCAD[®], intended for clinical use.

"App Provider Agreement" means an agreement between the Licensor and SHC or its Affiliates, respectively, on the Licensor's distribution of Apps through the Solution Store.

"Clinical Use" means the use for the diagnosis and the planning of an orthopaedic operation of patients (human or animal) from whom the used medical images originate.

"Documentation" means the technical publications prepared and delivered to Licensee by Licensor relating to the use of the App, such as reference and tutorial manuals.

"Licensed Material" means the media containing the App, the App and the documentation.

"Licensee" shall mean the holder of the license as specified in the order document issued by mediCAD Hectec GmbH

"License Key" means a code used to activate and/or deactivate Apps running locally on *syngo*.via devices.

"Licensor" shall mean mediCAD Hectec GmbH

"Party" means the Licensor or the Licensee, as applicable.

“Parties” means the Licensor and Licensee, collectively.

“Requirements” means the software necessary for the use of the App and includes without limitation *syngo.via*.

“Solution Store” means the online store for Apps operated by SHC and/or its Affiliates.

“SHC” means Siemens Healthcare GmbH.

“Subscription License” means a license to use the App during the Subscription License Period for Clinical Use, subject to any further terms and conditions stipulated in this Agreement.

“Subscription License Period” means a one-year period, during which the Subscription License is granted.

“Suspension” means the suspension of: (i) the Licensee’s use of an App by revoking the License Key; (ii) the provision of any other agreed services; and/or (iii) the granting of rights under the Agreement, in whole or in part.

“Trial License” means a license to use the App free of charge during the Trial Period solely for test purposes, subject to any further terms and conditions as stipulated in this agreement.

“Trial Period” means a period to be agreed upon between Parties, during which the Trial License is granted.

“Update” means an updated or amended version of an App.

2. Contractual Relationship

Each agreement between Licensee and Licensor on a specific App constitutes a separate agreement for the use of such App. Licensee acknowledges that: (i) Licensee will enter into any agreements regarding its use of Licensor’s Apps with Licensor; (ii) SHC or its Affiliates will not enter nor be deemed to have entered into any contractual relationships with Licensee in connection with Licensee’s use of Licensor’s Apps and any of Licensor’s other services; (iii) Licensor will provide the use of an App and any of Licensor’s other services to Licensee in Licensor’s own name and for Licensor’s own account; (iv) Licensor is entitled to engage SHC and/or its Affiliates as subcontractor in the fulfilment of Licensor’s obligations under the Agreement with licensee (in which case they will act as Licensor’s vicarious agent) and to authorize them to directly or indirectly exercise rights under the Agreement in relationship to Licensee; and (v) even if SHC and/or its Affiliates provide services or assert rights as per item (iv) in relation to the Agreement, they will not provide any services to Licensee and will not assume any obligations or responsibilities towards Licensee with regard to or in connection with Licensee’s use of the App or any other services under the Agreement.

Licensor may engage its Affiliates and any other business partners, including SHC and its Affiliates, for and in connection with the provision of the App and any other agreed services under the Agreement as our vicarious agents. Licensee agrees to provide all reasonable cooperation required by Licensor should it become necessary or desirable for Licensor to use a new or different business partner.

3. License Types, Use of the App

3.a. Trial License

Under a Trial License, the Licensor grants to the Licensee, who accepts, a personal, royalty-free, temporary and restricted right to use the App exclusively for non-commercial test purposes.

Any use of the App differing from the test purposes, even occasional is absolutely prohibited. For sake of clarity, Clinical Use is absolutely prohibited.

Upon conclusion of the Agreement on a Trial License, Licensor will enable Licensee to download the App along with any available Documentation and activate the App for Licensee's use as agreed under the Trial License for the Trial Period using a License Key. The Trial Period begins upon activation.

Following the conclusion of an Agreement on a Trial License, Licensor is entitled, but not obligated, to offer Licensee to continue to use the App under a Subscription License. Unless Parties enter into an Agreement on a Subscription License, Licensee will not have the right to claim continued use of the App beyond the Trial Period.

Licensor is entitled to Suspension at any time at Licensor's sole discretion, without giving prior notice or giving any reasons. Licensee acknowledges that the entitlement to Suspension under this section extends to SHC at SHC's sole discretion.

3.b. Subscription License

Under a Subscription License, the Licensor grants the Licensee, who accepts, the right to use the App for Clinical Use, explicitly excluding all commercial purposes.

3.c. Terms, conditions and restrictions applicable to all licenses

The Licensee understands that any use of the App, which is different than described by the applicable type of license, is not allowed under this Agreement and requires a different type of license. The Licensor remains the sole and exclusive owner of the App and reserves the right at all times to modify the App.

The following restrictions of use of the App apply to all types of licenses:

- All types of licenses are non-exclusive, non-transferable and non-sublicensable.
- The Licensee may not reverse assemble, reverse compile, decode, or otherwise translate the App or attempt to derive or gain access to its source code or any part thereof.
- The Licensee may not modify, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App.
- The Licensee may not assign, sublicense, transfer, pledge, lease, rent or share any rights proceeding from this Agreement.
- The Licensee may not sell Licensed Material or any part or copy thereof.
- Without prejudice to Licensor's responsibility for the legal compliance of the App and other agreed services in accordance with the Agreement, Licensee shall before and at all times

during the use of the App and other services review and comply with any applicable law, including but not limited to tax and export control law, in particular, at Licensee's own expense, obtain and maintain all necessary permits and registrations.

- Without prejudice to Licensor's responsibility for the legal compliance of the App and other agreed services in accordance with the Agreement, Licensee shall ensure that its use of the App and other services will not subject Licensor, SHC, their Affiliates, or any third party to liability.

3.d. Update. Notwithstanding anything to the contrary herein, Licensor may from time to time in its sole discretion develop and provide Updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features. Updates may also modify or delete in their entirety certain features and functionality. Licensee agrees that Licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Once an Update becomes available and unless automatically downloaded, Licensee shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should Licensee fails to do so. Licensee further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

3.e. Support. Licensor may at its sole discretion provides certain support functions through its website or other channels. Unless otherwise set forth in writing, Licensee agrees that Licensor is not obligated to provide any technical support, phone support, or Updates for the App.

3.f. Geographic Restrictions. The Licensor is based in Germany. Licensor provide the App for use only by persons located in the countries the App is officially allowed to be sold. Licensor make no claims that the App or any of its content is accessible or appropriate outside of the Listed countries. Access to the App may not be legal by certain persons or in certain countries. If Licensee accesses the App from outside the listed countries, Licensee engages in such conduct on its own initiative and are responsible for compliance with local laws.

4. Floating Licenses

A floating license authorizes use of the App by an agreed upon number of concurrent end-users on one or several computers under following conditions:

1. All computer equipment (including server) is owned, leased or otherwise controlled by Licensee.
2. The floating license is installed on a server.
3. Computer equipment (incl. server) is connected by a Local Area Network (LAN) and is located in one physical location and in one legal entity.

Any modification to the number of concurrent users must be applied for and will necessitate an agreement between the Parties under which such additional seats can be granted.

5. Licensers Rights

Licenser or its representative will have the right to monitor the usage of the App, e.g. the number of users, for Licenser's and SHC's internal business purposes, in particular: (i) for security and availability reasons; (ii) to the extent required to ensure compliance with the Agreement, (iii) to detect, prevent, and suspend any use of the App exceeding the permitted use under the Agreement, to charge Licensee for such excess use, and otherwise as necessary for payment and billing related tasks; and (iv) to provide Licensee with reports in Licensee's use of the App.

Licenser may change and/or issue additional Requirements at any time by notifying Licensee. Licenser will maintain the App's compatibility with the previous Requirements for a period of at least twelve (12) months following the date of Licenser's respective notice to Licensee. Licenser will notify Licensee at least six (6) months before Licenser no longer provides for the App's compatibility with the previous Requirements. Unless Licenser enables Licensee to maintain compatibility by downloading an Update, Licensee will then be entitled to terminate the Agreement as soon as Licensee is no longer able to use the App due to the change to and/or issuance of the additional Requirements.

Licensee acknowledges and agrees that the App and Documentation are proprietary products of Licenser protected under among others copyright law. Licensee further acknowledges and agrees that all right, title and interest in and to the Licensed Material, associated intellectual property rights, are and shall remain with the Licenser. This Agreement does not convey to Licensee any interest in or to the Licensed Material, but only a limited right of use, revocable in accordance with the terms of this Agreement. For the avoidance of doubt, Licenser reserves and shall retain its entire right, title, and interest in and to the App, Documentation and Licensed Material, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to Licensee in this Agreement.

Licensee shall inform Licenser promptly: (i) if Licensee becomes aware of any circumstances indicating that the App or any agreed services may: (a) constitute a threat to the security or functionality of Licensee's, Licenser's, SHC's, Licensee's, Licenser's or SHC's Affiliates, Licenser's business partners, or any third parties' system or of the services to be provided by us under the Agreement; (b) adversely impact Licensee, Licenser, SHC, Licensee's, Licenser's, or SHC's Affiliates, or any third party, in particular, without limitation, present any risk of personal injury; and (ii) about any measures of authorities or court decisions which may possibly hinder use of the App or any agreed services.

6. Security

Without prejudice to Licenser's responsibility for the conformance of the App and other agreed services with the standards in accordance with the Agreement, Licensee shall ensure that its use of the App and other services will not: (i) constitute a threat to the security or functionality of Licenser's, SHC's, Licenser's or SHC's Affiliates, Licenser's business partners, or any third parties' systems or of

the services to be provided by Licensor under the Agreement; (ii) adversely impact Licensor, SHC, Licensor's or SHC's Affiliates, or any third party, in particular, without limitation, not present any risk of personal injury.

7. Indemnification

Licensee shall indemnify and defend Licensor and hold Licensor, and its Affiliates, board members, officers, employees, and agents harmless and SHC will be entitled to claim from Licensee that Licensee will indemnify SHC and its Affiliates and hold them harmless from and against any and all losses claims, damages, costs, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable legal fees) arising out of or in connection with a breach of the Agreement or applicable law, including without limitation, export control law, by Licensee.

8. License Fees

The license fees paid by Licensee are paid in consideration of the licenses granted under this Agreement. A valid License Key shall only be provided to the Licensee upon full payment of the license fees. Unless otherwise agreed to in writing, Licensee shall pay Licensor for any services provided related to the App at their then current prices.

9. Training

9.a. On-Site-Training

If training is arranged independently, it will take place at Licensor's sole discretion either at the Licensee's facility or a venue to be determined in consultation with the Licensee. When training takes place at the Licensee's facility, it will provide appropriate premises and technical equipment in consultation with Licensor or its Affiliate. When training takes place at another venue, the Licensee shall organize the necessary facilities and provide the necessary hardware and software at the venue. For all trainings, Licensee shall ensure a safe work environment for the personnel of Licensor and its Affiliates.

In case of cancellations of booked training less than forty eight (48) hours prior to the appointment, all incurring costs will be passed on from Licensor to the Licensee.

Important reasons may cause Licensor to cancel training appointments. Licensor will notify the Licensee of the cancellation in time and offer alternative dates. Travel expenses are excluded.

9.b. Remote-Training

If a remote-training is arranged independently, it will take place via remote-connection between the Licensee and the Licensor or any of its Affiliates. The Licensee shall organize the necessary facilities and will provide the necessary hardware and software for the training.

Important reasons may cause Licensor to cancel training appointments. Licensor will notify the customer of the cancellation in time and offer alternative dates.

10. Term and Termination

The License Period begins upon activation, or upon expiry of an agreed Trial Period, whichever is later.

For Subscription Licenses this Agreement shall automatically expire upon the first anniversary. Thereafter, the Subscription License shall only be renewed in accordance with what has been agreed upon in the ordering documents.

Licensor is entitled to immediate Suspension, in whole or in part, if according to Licensor's reasonable judgement there is a risk that Licensee's use of the App will: (i) threaten the security or functionality of Licensee's systems; (ii) adversely impact Licensee, Licensor, SHC, Licensee's, Licensor's or SHC's Affiliates, Licensor's business partners, or any third party, including, without limitation, any risk of personal injury; or (iii) subject Licensee, Licensor, SHC, Licensee's, Licensor's or SHC's Affiliates, Licensor's business partners, or any third party to liability. In addition, Licensor is entitled to Suspension, if: (i) according to Licensor's reasonable judgment, Licensee's use of the App or any other agreed upon service, may not comply with the provisions of this Agreement; (ii) payment owed under the Agreement owed by Licensee is overdue by more than thirty (30) days; (iii) Suspension is required by law, a court decision, or a request from a governmental body; (iv) for security or compliance reasons or requests from a governmental body, Licensee's access to the Solution Store has been suspended or Licensee's Solution Store Agreement has been terminated by SHC; or (v) SHC has suspended its services to Licensor under the App Provider Agreement or terminated the App Provider Agreement, rendering the continued provision of the App or any other agreed services by Licensor impossible or unreasonable. Licensor shall inform Licensee at its earliest convenience about any such Suspension. Licensee acknowledges that the entitlement to Suspension under this paragraph sentence 1, and sentence 2 item (iii) extends to SHC at SHC's reasonable judgement.

Events that entitle Licensor to terminate the Agreement for cause include, without limitation: (i) acts or omissions by Licensee that entitle Licensor to a Suspension for a continuous period of at least thirty (30) days; (ii) Licensee's breach of any obligation or provision of the Agreement which remains uncured for a period of thirty (30) days after receipt of notice hereof; (iii) a material breach of the obligations under the Agreement by Licensee; (iv) Licensor's obligation to comply with applicable laws or requests by a governmental body, rendering the continued provision of the App or any other agreed services by Licensor impossible or unreasonable; (v) the termination of Licensor's App Provider Agreement, rendering the continued provision of the App or any other agreed services by Licensor impossible or unreasonable.

Licensee may terminate this Agreement at any time by destroying any Licensed Material in its possession or by returning the Licensed Material and any copies or extracts therefrom to Licensor. No refund of any amount paid will be made, except as granted in accordance with paragraph 9 'Warranty' hereunder.

When the license expires or is terminated by Licensor, (i) the Licensee must stop using the App, (ii) the App will automatically become non-functional, and (iii) all rights granted hereby shall terminate immediately.

If the Licensee fails to comply with the terms and conditions and in particular if the Licensee does use the App for purposes that are explicitly excluded in this Agreement, Licensee shall pay to Licensor any resulting additional license fee and reimburse Licensor for any and all costs related thereto. Notwithstanding the foregoing, Licensor may also assert any other claims or rights arising from an unauthorized use of the App by the Licensee.

11. Limited Warranty

Licenser warrants, for Licensee's benefit alone, for a period of ninety (90) days from the effective date of the commencement of the Subscription License (hereinafter referred to as the "Warranty Period") the App shall operate substantially in accordance with the functional specifications in the Documentation. If during the Warranty Period, it appears that any part of the App does not function in accordance with its specifications, Licensee may return the Licensed Material to Licenser for replacement or refund of amounts paid under this Agreement, at Licensee's choice. Licensee agrees that the foregoing constitutes his sole and exclusive remedy for breach by Licenser of warranties made under this Agreement.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE LICENSED MATERIAL, AND THE APP CONTAINED THEREIN, ARE LICENSED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSER ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION TO THE FOREGOING, LICENSER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP WILL MEET LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

In case of evaluation licenses or Trial Licenses, the App is distributed and provided "AS IS" and with no warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Licenser does not warrant, guarantee, nor makes any representations regarding the use of, or the results of the use of the App. Licenser does not warrant that the operation of the App will be uninterrupted or error-free.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSER, ITS AFFILIATES, OR ANY OF ITS LICENSERS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DAMAGES FOR DOWNTIME, LOSS OF DATA OR INFORMATION, ARISING OUT OF (1) THE USE OR INABILITY TO USE THE APP OR (2) THE FAILURE TO RESPECT ITS SUGGESTIONS OR RECOMMENDATIONS CONCERNING THE APP OR (3) THE COMPUTER'S, THE INTERNET'S OR ANY OTHER NETWORK'S FAILURE TO OPERATE, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR LICENSER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSER'S ENTIRE LIABILITY FOR ANY DIRECT DAMAGES BASED ON ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL BE LIMITED TO THE TOTAL AMOUNTS WHICH THE LICENSEE HAS PAID FOR THE APP HEREUNDER.

13. Changes to this Agreement

Licenser reserves the right to change the terms of this Agreement at its own discretion. Changes to this Agreement will be communicated to Licensee, who will have the responsibility to communicate the change to all relevant end-users in case of a floating license. Changes to the Agreement will be applicable as from the first day of the month following the month in which the changes have been communicated. The continued use of the App by Licensee or by end-users expresses assent with the changed agreement.

14. Export Control Regulations

In furtherance of Section 3(c) of this Agreement, the App may be subject to German export control laws. Licensee shall not, directly or indirectly, export, re-export, or release the App to, or make the App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the App available outside the listed countries.

15. Governing Law and Dispute Resolution

This Agreement is governed by and construed in accordance with the internal laws of Germany without giving effect to any choice or conflict of law provision or rule.

Licenser and Licensee agree to attempt to resolve any dispute, controversy, or claim arising under or relating to this Agreement, or to a material breach, including its interpretation, performance, or termination. If Licenser and Licensee are unable to reach settlement within a period of twenty (20) days, any dispute shall be submitted to mediation.

If mediation does not resolve a dispute, either Licenser and Licensee commence arbitration proceedings. The arbitration shall be conducted in accordance with the Commercial Rules of Germany, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Munich, (Bavaria) Germany or another designated location, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any disputes. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Licensee hereby waives any right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by Licenser and Licensee. The arbitrator shall have no authority to award any of the types of damages excluded hereunder. Notwithstanding anything to the contrary herein, Licenser may seek injunctive relief against Licensee with any court of proper jurisdiction with respect to any and all preliminary

injunctive or restraining procedures pertaining to this Agreement or the breach of any relevant obligations.

16. Severability

Should any court or competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

17. No Waiver

The failure of either Party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

18. Confidentiality

By virtue of this Agreement, Licensee may have access to information that is confidential to Licensor, including but not limited to the App, Licensed Material and Documentation, and any information related thereto ("Confidential Information"). Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the Licensee; or (b) was in Licensee's lawful possession prior to the disclosure and had not been obtained by Licensee either directly or indirectly from Licensor; or (c) is lawfully disclosed to Licensee by a third party without restriction on disclosure; or (d) is independently developed by Licensee. Licensee agrees, both during the term of this Agreement and for a period of three (3) years after termination of this Agreement and of all licenses granted hereunder, to hold Confidential Information in confidence. Licensee also agrees not to make Confidential Information available in any form to any unauthorized third parties. If applicably, Licensee agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

19. Assignment

No assignment, delegation or other conveyance of this Agreement may be made by Licensee (by operation of law or otherwise) without Licensor's prior written consent, to be given in our sole discretion. Licensor may assign its rights and obligations hereunder to any other party.

20. No Joint Venture

Licensee agrees that no joint venture, partnership, employment, or agency relationship exists between Licensee and Licensor as a result of this Agreement or use of the App.

21. Entire Agreement

This Agreement, along with any other relevant instruments provided by Licensor constitute the entire agreement between Licensor and Licensee with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.