

# Special Terms for Limited Services after End of Support

(Version: dd.MM.yyyy)

These Special Terms for Limited Services after End of Support govern a frame for the provision of maintenance services for Siemens Healthineers Hardware after End of Support in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms"). These Special Terms for Limited Services after End of Support shall be read as complementary to the Terms and prevail in case of conflict.

## 0. Definitions

In addition to the definitions in the Terms the following definitions apply.

- 0.1. "Corrective Maintenance" means the services and service parts required for non-periodic repair services required to enable the Hardware to operate as per specifications of the original equipment manufacturer excluding any software related services and updates.
- 0.2. "End of Support" means an announcement that Siemens Healthineers does no longer guarantee to offer specific services, service parts, a specific software version, including any security updates or to provide a particular service agreement option or feature.
- 0.3. "End of Support Agreement" means this agreement for the provision of Limited Services after End of Support
- 0.4. "End of Support Deliverables" means any Deliverables other than the Limited Services,
- 0.5. "Limited Services" as used herein means Corrective Maintenance and Preventive Maintenance as defined herein.
- 0.6. "Preventive Maintenance" means on demand inspections of the Hardware including exchange of parts and provision of replacement parts all as per specifications of the original equipment manufacturer excluding any software related services and updates..
- 0.7. "Principal Coverage Period or PCP" means the period during which Siemens Healthineers will provide the Limited Services as set out in the Commercial Form excluding public holidays in the Territory.
- 0.8. "teampay Fleet" means an online service portal and/or an app of Siemens Healthineers for Hardware fleet management.
- 0.9. "Territory" means the country/federal state of Siemens Healthineers or any other country or area as designated in the Commercial Form.
- 0.10. "Uptime Guarantee or Uptime" means the capability of the Hardware to be utilized to treat or diagnose patients.

## 1. Scope of Agreement, Payment

- 1.1. Siemens Healthineers shall during the term of this End of Support Agreement provide the Limited Services but shall not be obliged to provide the End of Support Deliverables.
- 1.2. If and to the extent resources are still available to Siemens Healthineers, Siemens Healthineers may continue to provide End of Support Deliverables to Customer on a case by case basis. Siemens Healthineers may in every single instance of a Customer request for End of Support Deliverables decide at its discretion whether to accept the request. If Siemens Healthineers accepts to provide End of Support Deliverables the provision of these End of Support Deliverables will be subject to terms and conditions of this End of Support Agreement.
- 1.3. Siemens Healthineers explicitly advises Customer that there may be a situation where the Hardware covered by this End of Support Agreement cannot be used until the end of the term of this End of Support Agreement and that not all required Corrective Maintenance can be performed.
- 1.4. As consideration for the provision of the Limited Services Customer shall pay to Siemens Healthineers on a monthly basis the amount indicated in the Commercial Form.

- 1.5. Subject to Section 9.3 any payment as per Section 1.4 shall become due and payable on the last day of the relevant month.

- 1.6. Payment for End of Support Deliverables shall be invoiced separately and will be in addition to payment as per Section 1.4.

## 2. Warranty

- 2.1. Siemens Healthineers warrants that the Limited Services and as the case may be all End of Support Deliverables are free from Defects on the date of delivery.
- 2.2. In the event of a breach of its warranty under Section 2.1, Siemens Healthineers shall remedy the Defects provided that Customer has notified Siemens Healthineers of the Defects without undue delay.
- 2.3. Within a reasonable period following written notification from Customer and at Siemens Healthineers' reasonable discretion, Siemens Healthineers shall remedy Defects as Customer's sole and exclusive remedy either by (i) repair; (ii) replacement; (iii) re-performance; (iv) delivery of hotfixes, updates, or upgrades; (v) provision of a workaround reasonably acceptable to Customer; (vi) instructions to Customer on how to fix the Defect; or (v) by a refund for the defective Limited Services or End of Support Deliverable.
- 2.4. The warranty period shall under no circumstances exceed 6 months after delivery.

## 3. Customer's Duties of Cooperation

- 3.1. To the extent required or deemed advisable for the performance of the Limited Services, Customer shall perform the following obligations in time and free of charge:
  - 3.1.1. Provision of briefings and training.
  - 3.1.2. Provision of general information relevant to the Limited Services, relevant hazards of the Hardware, the surroundings and the local situation, as well as on the applicable safety regulations of Customer.
  - 3.1.3. Implementation of the required operational and legal safety measures, provision of a safe working environment, provision of (special) protective clothing and devices as well as the provision of security or personnel to escort the service technicians in accordance with the requirements of work safety, and upon Siemens Healthineers' request the provision of a second person required for reasons of accident safety.
  - 3.1.4. Establishment of the operating conditions and infrastructural requirements necessary for the intended performance of the Limited Services.
  - 3.1.5. Provision and attendance of appropriate personnel during the performance of the Limited Services with the necessary experience and know-how concerning the provision of the Limited Services. Such personnel of Customer must be able to make and implement any necessary decisions concerning the Limited Services.
  - 3.1.6. Provision of up-to-date documents and information (e.g. documents on the Hardware, the configuration drawings, the list of available spare parts at Customer's site).
  - 3.1.7. Provision of technical production resources and materials (e.g. electricity, water, compressed air, telephone and Internet).

- 3.1.8. Provision of spare parts that comply with the quality standards and recommendations of Siemens Healthineers to the extent Customer is responsible for the provision/stocking of spare parts;
- 3.1.9. Current data backup of the current software version, including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier.
- 3.1.10. Execution of the data backup required for Customer and retrieval of data if necessary.
- 3.1.11. Upon request Siemens Healthineers will dispose of any waste brought on site by Siemens Healthineers in the course of the provision of the Limited Services against separate payment.
- 3.1.12. Obtaining of any permits, approvals, consents or authorizations from any relevant authority, except to the extent that these are only to be obtained by Siemens Healthineers.
- 3.1.13. In so far as they relate to the Software, follow any documents issued by Siemens Healthineers that are made available via teamplay Fleet or otherwise, including but not limited to any vulnerability assessment and security advisories regularly published in teamplay Fleet, as amended from time to time.
- 3.2. At Siemens Healthineers' request and to the extent necessary, Customer shall support Siemens Healthineers free of charge in any problem analysis. Customer shall provide incident reports and error messages as well as data and protocols appropriate for analyzing the failure.

#### 4. Separate Charges

- 4.1. Siemens Healthineers performs the agreed Limited Services during the Principal Coverage Period. If the Customer requires Siemens Healthineers to provide services outside of the agreed Principal Coverage Period, such services will be separately charged at Siemens Healthineers' rates, terms and conditions then in effect.
- 4.2. Unless specifically otherwise agreed or where the claim or liability is caused by Siemens Healthineers negligent act or omission, the End of Support Agreement excludes labor, parts and expenses necessary to repair or reset the Hardware:
  - 4.2.1. damaged by fire, accident, misuse, theft, abuse, negligence, improper application or alteration, exploitation of IT vulnerabilities or by any other incident outside Siemens Healthineers' control or by the Customer's failure to operate the Hardware in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions;
  - 4.2.2. defective or changed due to unauthorized attempts to repair, relocate, maintain, service, access or modify the Hardware by the Customer or any third party or due to the attachment and/or use of non-Siemens Healthineers supplied parts, equipment or software without Siemens Healthineers' prior written approval during the term of the End of Support Agreement;
  - 4.2.3. which failed due to causes of non-Siemens Healthineers supplied equipment, parts or software including, but not limited to, problems with the Customer's network; or
  - 4.2.4. defective due to any repair or service performed by the Customer or any third party prior to the commencement of the term of this Agreement.

#### 5. Availability and Accessibility of Hardware

- 5.1. In order to provide the Limited Services covered by this End of Support Agreement Siemens Healthineers has to access certain information pertaining to Hardware via the remote connection, particularly asset and configuration data and technical status information.
- 5.2. If the Hardware is not made available onsite or remotely at the appointed time, waiting time beyond a reasonable time may be charged at Siemens Healthineers' per-call rates and terms then in effect.

#### 6. Sustainable Use of Service Parts

This End of Support Agreement is offered on the basis that Siemens Healthineers may use exchanged service parts for the purpose of root cause analysis or as the case may be for re-using them after refurbishment. Thus exchanged service parts which are removed from the Hardware and returned to Siemens Healthineers sites /or which are requested to be returned shall upon request of Siemens Healthineers become the property of Siemens Healthineers upon return or request respectively. Customer warrants that it will transfer clear and free title to Siemens Healthineers.

#### 7. Software Used for Maintenance

Customer represents and warrants that it will only use Siemens Healthineers software that has been validly licensed to it by Siemens Healthineers or its authorized partners. Any Siemens Healthineers software not duly licensed from Siemens Healthineers or its authorized partners constitutes unauthorized software. If Customer downloads, installs and/or uses unauthorized software, then Siemens Healthineers has in addition to any other rights Siemens Healthineers has under this End of Support Agreement the right to (i) remove unauthorized software and reset the system at Customer's cost and/or (ii) terminate this End of Support Agreement and/or (iii) claim damages from Customer.

#### 8. Guarantees

Siemens Healthineers does not provide any guarantee or key performance indicator, particularly not regarding Uptime, reaction or delivery times.

#### 9. Term, Termination and Consequences of Termination

- 9.1. This End of Support Agreement shall terminate latest 12 months after becoming effective. It can be extended upon mutual agreement.
- 9.2. Each Party shall be entitled to terminate this End of Support Agreement with immediate effect if the Limited Services cannot be performed due to lack of required resources.
- 9.3. If Siemens Healthineers terminates this End of Support Agreement Customer shall not be obliged to make payment for the month in which Siemens Healthineers terminated the End of Support Agreement according to Section 9.2. This Section 9.3 describes Customer's sole and exclusive remedy in case of termination according to Section 9.2.

If a Party terminates the End of Support Agreement according to Section 9.2 Siemens Healthineers shall have no further obligations or liabilities with respect to this End of Support Agreement for any claim based on facts arising due to or after termination or claimed after termination whether based in contract, tort or otherwise.