

## *Uptime Guarantee (Diagnostic Imaging)*

### **Siemens' Uptime Guarantee**

Siemens guarantees 98% Uptime on Siemens Diagnostic Imaging systems covered by a Performance TOP Plan or Advance Plan MAX. For the 98% Uptime guarantee to apply, a Smart Remote Services Connection ("SRS Connection") is mandatory on all SRS Connection enabled equipment.

### **Definitions & Calculation**

1. The system is determined to be operational unless it cannot be utilised to treat or is unable to deliver diagnostic quality information and therefore cannot be used ("System Down"). The Customer shall ensure that if there is a System Down, the Customer Care Centre is notified immediately. Downtime measurement begins when a service call indicating that there is a System Down is received by the Customer Care Centre (1800 310 300, 24-hour service).
2. If a system is utilised to scan patients after a service call is initiated, the system will not qualify for downtime measurement.
3. Downtime does not include time due to Preventative Maintenance or the installation of Upgrades and Updates, tube replacement and cryogen replacement. The determination of the cause of downtime is subject to verification by a Siemens Service Manager.
4. For sites that are not within 100 kilometre radius of the capital city for the state or territory of the Site, the travel time for Siemens' Service Engineers to attend site and delivery time for parts, from the capital city will be excluded from the downtime calculation.
5. If Siemens' Service Engineer is denied immediate access to the system, all time spent waiting for access will not qualify for downtime measurement. Such access may be either on Site, or via a SRS Connection.
6. Siemens' Service Engineer will note (in the electronic service recording software tool used to capture all service reporting information) the time at which the downtime condition no longer exists.
7. Downtime due to, associated with, or caused by misuse, negligence, operator error, inadequate environmental conditions, including temperature, chilled water supply and humidity, line power exceeding Siemens' requirements of voltage, frequency, impulses or transients, third party systems not manufactured by Siemens, Latent Conditions or Force Majeure events is excluded from the 98% Uptime guarantee. Equipment under manufacturer warranty is excluded from the 98% Uptime guarantee unless expressly agreed to by Siemens in writing.
8. The measurement period for determining Uptime percentage is 12 months beginning on the Service contract commencement date and thereafter the period of 12 months beginning on the annual anniversary of such commencement date.
9. "Maximum Applicable Hours" are the hours of support specified in the Contract.
10. Uptime is calculated as follows:

$$\text{Uptime (\%)} = \frac{[(\text{Maximum Applicable Hours}) - (\text{Downtime Hours})] \times 100}{\text{Maximum Applicable Hours}}$$

11. If the system falls below 98% Uptime over the twelve-month period referred to in item 8 (above), the Customer may claim from Siemens a Contract extension as sole remedy as follows:

<u>Uptime Percentage</u>	<u>Maximum Credit Capped at:</u>
98% and greater	0 weeks
96% – 97.9%	4 weeks
Below 96%	8 weeks