Terms and Conditions

Master Service Agreement for the Use of Services delivered from teamplay platform
(New Zealand Version: 2 June 2020)

0. Definitions

In this document the following terms shall have the meaning set out below:

"Account" shall mean the account of the Institution ("Institution Account") or the Individual User ("User Account") entitling the Institution and the Individual User to access the Services.

"Data" shall mean Personal Data and Network Data.

"Database" shall mean the cloud-based Azure platform operated by Microsoft.

"Data Processing Annex" shall mean the Annex on the Processing of Personal Data entered into between the Institution and Siemens Healthcare.

"Individual User" shall mean the individual physician or medical physicists as well as other personnel of the Institution that needs access to the Services for the performance of their job obligations.

"Institution" shall mean the institution, hospital or other legal entity having been registered online by an Individual User.

"MSA" shall mean the Master Services Agreement formed between Siemens and the Institution (also referred to as Customer) on the terms of these Master Service Agreement Terms and Conditions for the use of teamplay and the Services having been accepted online or in writing by an Individual User on behalf of the Institution, including the Licence Schedule, Annex 1 and Schedule 1 and the Siemens Offer.

"Network Data" shall mean any data being extracted from the connected devices or sent by Individual Users and shall include any (analytical) result of the Services. Network Data shall exclude Personal Data but include anonymized Personal Data.

"Personal Data" shall mean any information or opinion about an identified individual, or an individual who is reasonably identifiable (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not, including such personal data related to patients and employees of the Institution.

"Privacy Policy" shall mean the privacy policy being accepted online by Individual Users.

"Processing" or "Process" means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Receiver" shall mean the receiver software being downloaded by the Institution to its IT infrastructure.

"Receiver Terms" shall mean the license schedule attached to the MSA.

"Related Company" has the meaning given to that term in the Companies Act 1993, but with that meaning extended by reading section 2(3) of that Act as if "Company" included any body corporate wherever incorporated;

"Services" shall mean the services either (a) available at https://teamplay.siemens.com and all sub domains and any subsequent domains, or (b) available through teamplay, as stated in Siemens Offer.

"Siemens" shall mean Siemens Healthcare Limited Company Number 5652927.

"Siemens Healthcare" shall mean Siemens Healthcare GmbH, Henkestr. 127, 91052 Erlangen, Germany.

"Subscription" shall mean free-of-charge subscriptions ("Basic Subscription"), trial subscriptions ("Trial Subscription") or paid subscriptions ("Paid Subscription") as described in the Offer.

"Siemens Offer" shall mean the Offer by Siemens to provide the Services and includes any special conditions contained in it.

"teamplay" shall mean the web-based platform offering the Services.

"Third Party Provider" shall mean a provider other than Siemens or Siemens Healthcare of Third-Party Solutions.

"Third Party Solution" shall mean a solution such as an application, service or software offered and provided by a Third Party Provider.

"Whitepaper" shall mean the Siemens teamplay Data Privacy and Security White Paper valid for Software Version from October 2019 as updated from time to time.

1. Scope of the MSA

This MSA shall govern the contractual relationship between the Institution and Siemens. This MSA shall govern any Subscription.

Any Processing of Personal Data shall be undertaken only by Siemens (and/or its sub-contractors) in accordance with the provisions of the Data Processing Annex and Privacy Policy at Annex 1.

2. Subject Matter

2.1 teamplay provides a web based platform for medical professionals that will (some features might not be available from start) (i) provide the Institution / the Individual Users with Services based on data analytics, (ii) support Individual Users to build a global clinical network, (iii) provide an online community to work in virtual groups and (iv) provide Individual Users with tools for secure online data and image (DICOM) review, transfer, sharing and processing (v) enable access to Third Party Solutions offered by Third Party Providers subject to separate agreements (collectively "Intended Use").

The Institution and the Individual Users will be provided with Services based on data analytics through the processing of the Data by Siemens on behalf of the Institution. Such Services include (a) the creation of statistical analyses (e.g. average doses, image analytics) in order to improve imaging methods in connection with the treatment of patients and for quality assurance and quality management, particularly to reduce the radiation exposure in connection with imaging methods; as well as to improve utilization, examination processes and capacity planning and (b) the calculation and creation of benchmark values (e.g. average dose consumptions) for other institutions and (c) the development and improvement of utilities and applications to improve systems of the hospital and the treatment of patients. For Siemens' Processing of Data for purposes beyond the aforementioned Intended Use, Personal Data will be anonymized, except for Personal Data of the Institutions Individual Users who are registered to use the

Services. The anonymization of Personal Data will be Processed in the Database.

2.2 Certain applications or application features (e.g. teamplay Images) may be classified as a medical device in certain jurisdictions. Otherwise teamplay is not a medical product. Teamplay is not intended for primary diagnosis, and is not intended for detailed treatment planning of treatment of patients. Certain Services that are accessible via teamplay may be classified as a medical device and individual users shall follow the intended use as described in the Instructions for Use that accompanies such Services. Unless, explicitly stated otherwise, SERVICES ARE NOT INTENDED TO REPLACE CLINICAL DIAGNOSIS OR DECISIONS, PROVIDE MEDICAL ADVICE OR ENDORSE ANY PARTICULAR RADIATION PLAN OR TREATMENT REGIMEN. THE PATIENT'S MEDICAL PROFESSIONALS ARE SOLELY RESPONSIBLE FOR AND MUST RELY ON THEIR PROFESSIONAL CLINICAL JUDGMENT WHEN DECIDING HOW TO PLAN AND PROVIDE TREATMENT. teamplay or the Services are not a substitute for Institution's primary data sources and are not for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease. Siemens is not authorized or qualified to engage in activities that may be construed or deemed to constitute the practice of medicine.

2.3 teamplay is provided exclusively for use by Individual Users upon online registration and acceptance of the Privacy Policy, for use in their course of professional activities only.

2.4 Upon installation, the Receiver will Process the extraction of Data from the connected devices or will be ready to Process Data being pushed by Individual Users and perform Data minimization, according to the settings of the Receiver and upload Data to the Database.

3. Registration

3.1 The Institution shall control access of Individual Users to teamplay. The Institution agrees that teamplay is proprietary to Siemens and the Institution shall not grant access to teamplay to competitors of Siemens.

3.2 The Institution further agrees and ensures that each Individual User shall:

a. Register prior to using teamplay by entering all user information requested as part of the registration process and by accepting the Privacy Policy;

b. Not use pseudonyms or pen names;

c. Provide only accurate and complete information for registration purposes ("Registration Data");

d. Correct the Registration Data without undue delay in the event of any changes in the Registration Data;

e. Provide adequate proof to verify his or her Registration Data if so requested by Siemens, with the acknowledgment that Siemens may disable access to an Individual User account until receipt of such proof;

f. Keep his or her password secret at all times, and avoid disclosing such password to any third party or to Siemens (Siemens will not ask for any passwords at any time);

g. Only establish one (1) user Account and may not share such account with any other user or any other individual; and

h. Be responsible for the contents of all information posted, submitted or otherwise disclosed by such Individual User.

The Institution warrants that for the term of the MSA that the Individual Users of the Institution who register for teamplay and / or the Services are duly authorized by the Institution to do so.

4. Restrictions on Use

4.1 teamplay shall not be used for any purpose that is unlawful or prohibited by this MSA. The Institution shall comply, and shall ensure that its Individual Users comply, with all applicable laws, treaties, regulations and third-party rights, including, without limitation, those local, state, national and foreign laws related to data privacy, international communications, the transmission of technical or personal information, and government regulations. The Institution is solely responsible for the use or the misuse of teamplay by Individual Users.

4.2 The Institution shall be responsible for obtaining and maintaining technical equipment, resources and other requirements needed to access and use teamplay, including but not limited to computer hardware, software, communication devices and internet access ("Equipment"). For the avoidance of doubt, Equipment does not include the Receiver. Any costs arising out of or in connection with the Equipment shall be borne by the Institution.

4.3 Without limiting this section 4, Siemens may disable, restrict access to or the availability of teamplay and / or the Services if it determines any of the restrictions on use have been violated. Siemens may also delete any content, information or other material that Siemens deems to be illegal, offensive or otherwise in violation with this MSA.

4.4 If the Institution installs Receivers at affiliated institutions outside of the country where the Institution is located, the Institution holds Siemens and Siemens Healthcare harmless from any damages resulting from breaches of the law applicable to such affiliated institution.

4.5 The Institution shall limit access to Services being classified as a medical device (e.g. teamplay Images) to Individual Users having been trained with respect to the use of such Service. The Institution shall ensure that Individual Users understand the instruction for use being accessible in teamplay.

5. Subscriptions

5.1 Siemens offers various types of Subscriptions. Basic and Trial Subscriptions are provided at no cost and may be upgraded by the Institution to a Paid Subscription with premium subscription packages and/or subscription-based features subject to additional fees. Please contact a Siemens sales representative with regard to Paid Subscriptions.

5.2 Siemens will provide an offer for installation and/or configuration services upon request at Institution's cost. Siemens' support regarding the Receiver, teamplay and the Database are dependent on the type of Subscription. For details refer the Siemens Offer.

6. Responsibility for Personal Data

6.1 Some of the Data provided by the Institution may qualify as Personal Data. In this regard, the Institution shall comply with its obligations under any and all applicable data protection laws and regulations as well as with all applicable professional and criminal law requirements for the protection of professional secrecy, including medical confidentiality, in connection with this MSA.

6.2 Siemens will process Personal Data provided by the Institution as part of the provision of the Services under and in accordance with this MSA and Annex 1.

6.3 Subject to section 6.5 of this MSA, Siemens does not make any warranties or representations regarding any Data provided or made available by any Individual User on teamplay or on any external website linked to it. Siemens does not warrant or

represent that any such Data is true or accurate, or that it fulfils or serves any particular purpose.

6.4 The Institution shall report to Siemens any activities of any other user of teamplay which violate applicable laws and/or any of these terms.

6.5 Siemens agrees and warrants that:

(a) notwithstanding any term to the contrary in this MSA, it will not transfer, or cause to be transferred, any Data provided by the Institution which is Personal Data, including patient's data, outside New Zealand, except to Australia, provided that Personal Data of Institution's Individual Users may be transferred outside New Zealand in connection with the administration of the account and shall be kept strictly confidential and not used or disclosed except as necessary to provide the Services; and

(b) teamplay (including the teamplay Receiver and the teamplay Platform) will collect, process, use and store all Data provided by the Institution which is Personal Data in accordance with the terms of the Whitepaper.

7. Ownership; Third Party Licenses; Use Rights; Feedback

7.1 Siemens and/or its licensors own all legal right, title and interest in and to the Services, and any software provided to the Institution as a part of and/or in connection with teamplay ("Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. The Services and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Neither the Institution nor any third party shall obtain any express or implied rights in or to any part of the Software.

7.2 The use of teamplay may be subject to further license conditions for software that may be required by licensors of Siemens. Siemens will make such additional license conditions available upon request. All title and interest to any such software shall remain with the licensors.

7.3 For the avoidance of doubt, Siemens does not claim ownership of Personal Data submitted or made available by the Institution or Individual Users. The Institution hereby grants to Siemens the perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unlimited, transferable and sublicensable right to use, import, modify, copy, transmit, display, reproduce, sublicense, aggregate, compile, decompile, manipulate, supplement, adapt, translate and create derivative works of the Network Data.

7.4 In the event the Institution, in connection with any of the Services, communicates suggestions for improvements relating to teamplay ("Feedback"), Siemens and Siemens Healthcare shall be entitled to use Feedback in its discretion and without restriction.

8. Term and Termination

8.1 Unless expressed otherwise in Siemens Offer, each Institution Account and the term of the MSA shall begin as of the date when the Institution Account is activated by Siemens or Siemens Healthcare. The MSA shall remain in full force and effect for the Subscription Period as specified in Siemens Offer, or where the Subscription is not limited to a defined period, for an unlimited period of time but only as long as and to the extent the MSA entitles the Institution to permit its Individual Users to use teamplay and as long as at least a Basic Subscription is activated. An active Institution Account is required to affiliate with Individual Users. Each affiliated Individual User shall register for a user account which may be terminated by the Individual User at any time without cause by providing notice. Siemens may terminate each Individual User Account without cause by giving thirty (30) days written notice.

8.2 Siemens may terminate the Institution's Account or parts of the Services with immediate effect upon notice in case of a material breach of this MSA by the Institution or its Individual Users that is not cured within thirty (30) days' notice of such breach. In addition, Siemens shall be entitled to cause its subprocessor including Siemens Healthcare to delete Data posted or submitted by the Institution (respectively its Individual Users), issue a warning, and/or block access to teamplay until such material breach is cured.

8.3 Siemens may also terminate the Institution's Account or (parts of) the Services with immediate effect upon notice (a) if any of the Services is not in conformity with applicable laws and legal conformity cannot be ensured within a reasonable time, or the establishment of such conformity would be unduly burdensome or otherwise unlawful for Siemens, or (b) in order to comply with applicable law or requests of governmental entities, or (c) if Siemens' or Siemens Healthcare' relationship with a third party who provides services or any other technology necessary to provide teamplay to the Institution expires, terminates or requires Siemens to change the way of use of such services or other technology as part of teamplay provided Siemens provides at least thirty (30) days' notice or similar means of communication in such event to the extent possible and, if such notice is not possible, to the extent Siemens provides as much notice or similar means of communication as possible under the circumstances, or (d) Siemens is no longer able to provide the Services due to circumstances beyond Siemens' reasonable control, or (e) if Siemens has decided to suspend or no longer offer teamplay by providing at least three (3) months prior notice.

8.4 Upon termination of the Institution's Account, Siemens shall be relieved of any obligations to grant access to teamplay and to provide any Services.

8.5 In the event of a termination by Siemens according to section 8.3, the Institution shall be entitled to reimbursement of any prepaid fees covering the remainder of the term of the Institution's Account after the effective date of termination or unused portions of the Institution's Paid Subscription(s). For the avoidance of doubt, in case of termination in accordance with sections 8.1 or 8.2, the Institution shall not be entitled to claim reimbursement of any advance payments.

9. Modifications

9.1 Siemens may restrict, alter or reduce the Services, or modify this MSA at any time by providing a revised version of the MSA ("Revised Terms") in accordance with section 9.2 below.

9.2 Siemens will give the Institution at least six (6) weeks' notice of any material modification of the respective terms by sending an email or by giving notice in the teamplay application. In case of a material modification, the Institution shall be entitled to terminate its Institution Account or the respective Paid Subscription within six (6) weeks following the Institution's receipt of notice of the Revised Terms.

9.3 Non-material modifications will be performed subject to Siemens' discretion and will be accessible by following a respective link in the teamplay application.

10. Data Backup; Uptime

TEAMPLAY IS NOT DEVELOPED FOR DATA BACKUP AND DOES NOT SUBSTITUTE ANY BACKUP OR STORAGE SYSTEM FOR ELECTRONIC OR PERSONAL DATA. IT IS WITHIN THE INSTITUTION'S RESPONSIBILITY TO KEEP BACKUPS OF ANY AND ALL OF THE INSTITUTION'S DATA INCLUDING PERSONAL DATA.

It is technically impossible to achieve 100% availability of teamplay, the Services and the Receiver. In particular, Siemens shall not be responsible or liable, directly or indirectly, for any unavailability of teamplay, the Services or the Receiver caused by circumstances beyond Siemens' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Siemens employees), or internet or cloud service provider failures or delays. In the event of planned downtimes, Siemens will provide prior notice as soon as reasonably feasible.

11. Limitation of Liability

11.1 Excluding reimbursements payable to the Institution under section 8.5, to the full extent permitted by law, Siemens' cumulative liability to the Institution for all claims under or in connection with this MSA no matter how arising, whether arising under contract, negligence or any other tort, under statute or otherwise at all, will not exceed in aggregate the greater of $50,000 (fifty thousand New Zealand dollars) or the amount of the Paid Subscription.

11.2 To the full extent permitted by law, Siemens will not be liable to the Institution with respect to any claim for any loss of profit, data, goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any consequential, indirect, special, punitive or incidental damages.

11.3. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the Consumer Guarantees Act 1993. In addition, such limitations of liability shall not apply if and to the extent Siemens has assumed a specific guarantee under the MSA.

11.4 The amount of Siemens' liability in respect of any claim made by the Institution under or in connection with this MSA will be reduced by the extent, if any, to which the Institution's or the Institution's Individual User's or their contractor's or agent's negligence, breach of this MSA, or breach of any law contributed to the loss or damage arising from the claim.

11.5 The Institution will take all reasonable steps to mitigate any loss incurred by them under this MSA.

11.6 Siemens shall not be liable in any way for any claims arising from medical advice provided by the Institution whether through the use of teamplay, the Services or otherwise. The Institution shall indemnify Siemens, its affiliates and their officers or agents (the "Indemnified") in relation to any loss, liability, damages or expenses (including legal fees) incurred by the Indemnified as a result of any claim by a third party related to medical advice provided by the Institution.

11.7 Siemens holds its rights and benefits (including any limitation or exclusion of liability or right to be indemnified) under this MSA in its own capacity and as agent of and trustee for itself and any Related Body Corporate, subcontractors, consultants, employees, directors, officers, agents and suppliers ("Associates") respectively. Each of the entities comprising the Associates may plead the MSA as a bar to any claims by the other party arising out of or in connection with the matters dealt with and resolved in this MSA.

11.8 Siemens and the Institution acknowledge that the Services are supplied and acquired in trade and agree

to contract out, to the extent permitted by law, of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986. The Institution does not rely on any representations or other conduct of Siemens, whether during negotiations prior to the MSA being entered into, or at any subsequent time. Siemens and the Institution agree that it is reasonable to contract out of the Fair Trading Act 1986 in this manner.

12. No Warranties

SUBJECT TO SUB-SECTION 6.5 AND 11.3 AND TO THE EXTENT PERMITTED BY LAW, SIEMENS MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS OR CAPABILITIES OF TEAMPLAY OR THE SERVICE OR OF ANY GOODS OR PERSONNEL RESOURCES PROVIDED IN THIS MSA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

TO THE EXTENT PERMITTED BY LAW, SIEMENS DOES NOT WARRANT ANY PARTICULAR RESULTS THAT MAY BE OBTAINED BY THE USE OF TEAMPLAY OR THE SERVICE OR THAT THE SERVICES OR ASSOCIATED SYSTEMS WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER, OR IN COMBINATION WITH THIRD PARTY PRODUCTS.

13. Notices

13.1 The Institution will receive all required notices electronically by using that email address. It is the Institution's responsibility to update or change its email address as appropriate.

13.2 Notices to the Institution will be provided by email or as notification within teamplay.

13.3 Unless otherwise stated, the Institution's notices to Siemens Healthcare shall be sent by email to digitalhealthsupport.au@siemens-healthineers.com.

14. General Provisions

14.1 This MSA shall be governed by the laws of New Zealand excluding conflict of laws provisions.

14.2 The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

14.3 The Institution may not assign any of its rights or obligations under this MSA, whether by operation of law or otherwise, without the prior written consent of Siemens. Notwithstanding the above, to the extent permitted by law, Siemens may assign rights and obligations relating to teamplay and / or the Services in whole or in part, without the Institution's consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the Institution. Subject to the above, this MSA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.4 In case any of the provisions of this MSA shall be held to be invalid or unenforceable in any respect, the remaining provisions shall remain in full force and effect.

14.5 This MSA takes precedence over any other terms and conditions between the parties on the same subject matter.

License Schedule: Receiver Terms

1. Definitions

1.1 "**Licence**" shall mean this license schedule.
1.2 "**Licensed Software**" shall mean the software program referred to as Receiver in Object Code format.
1.3 "**Object Code**" shall mean code for the Licensed Software resulting from translation of source code into machine readable format appropriate for execution by hardware.

2. License Grant

2.1 Subject to the terms of this Licence, Siemens hereby grants to the Institution for the term of this MSA and subject to an active registration for teamplay, a non-exclusive, non-transferable license to use the Licensed Software for the Institution's operation of teamplay only in accordance with the MSA. The Institution acknowledges that it has no rights whatsoever in respect of the Licensed Software save for those expressly granted to it by this Licence.
2.2 The Licensed Software may contain freeware, shareware or open source software. No license fee is charged to the Institution for the use of such freeware, shareware or open source software. Institution acknowledges and agrees that Siemens provides no warranties and shall have no liability whatsoever in respect of the Institution's possession and/or use of the freeware, shareware or open source software. Regarding such portions of Licensed Software, the Institution hereby accepts the specific license conditions ("Open Source Conditions"), which are available in the teamplay web application. Upon request of the Institution, Siemens will provide a copy of the source code of the open source software if required by the Open Source Conditions. To the extent there is a conflict between this Licence and the Open Source Conditions, the terms of the Open Source Conditions shall prevail over the terms and conditions of this Licence with regard to the open source software.
2.3 Certain programs of the Licensed Software may be proprietary to third party licensors of Siemens who may be direct and intended third party beneficiaries of certain terms and conditions herein relating to the protection of such third party proprietary Licensed Software. The Institution agrees that those third party beneficiaries may enforce these terms and conditions directly against the Institution.

3. Copyright, Title

3.1 Nothing in this Licence entitles the Institution to use any trademark of Siemens, its third party licensors or any other mark confusingly similar thereto, without the express written consent of Siemens. Nothing in this Licence entitles Siemens to use any trademark of the Institution or its affiliates, or any other mark confusingly similar thereto, without the express written consent of the Institution.
3.2 The Institution shall in any case use all reasonable efforts to safeguard Siemens' proprietary rights and the proprietary rights of Siemens' licensor(s) with regard to the Licensed Software.
3.3 The Institution shall not - and shall prevent others from doing so - copy, translate, modify, create derivative works, disassemble, reverse engineer, decompile, attempt, directly or indirectly, to otherwise obtain or create source code of the Licensed Software for any reason other than as allowed under

mandatory law or otherwise use the Licensed Software except as specifically authorized by this Licence or by mandatory law.
3.4 The Institution agrees that using, distributing, copying, duplicating or otherwise reproducing all or any part of the Licensed Software other than in strict accordance with this Licence, will be considered a material breach of this Licence that is incapable of cure.

Annex 1: Data Processing Annex

This Data Processing Annex ("DPA") is entered into by and between the Institution ("Controller") and Siemens Healthcare Limited ("Processor"):

1.1 The Processor shall process Personal Data provided by the Controller only on behalf of and only on documented instructions from the Controller in accordance with the Privacy Policy in Schedule 1 of this Data Processing Annex and in accordance with the Services provided under the MSA. The Processor shall rectify, delete and/or block Personal Data as well as perform other processing operations on Personal Data if so instructed by the Controller.

1.2 Capitalized terms used in this Data Processing Annex or in Schedule 1 shall have the meaning as defined in the MSA (including the definition of "MSA").

2.1 The Controller shall be responsible for any Personal Data posted, submitted or otherwise disclosed by it and/or its Individual Users and verification of the identity of any other user such Personal Data is shared with and/or transferred to.

2.2 Personal Data being processed by the Receiver and/or uploaded to the cloud-deployed database will be stored in such database operated by Microsoft ("Database"). For this purpose, the Processor's Related Company has entered into a sub processing agreement with Microsoft Ireland Operations Limited, Ireland. Further, the Processing of the Personal Data is performed by the Processor and its sub processors Siemens Healthcare GmbH and Siemens Healthcare Private Limited, India. Exceptionally for troubleshooting purposes and subject to the Processor's consent Siemens may (i) provide Microsoft Corporation, Redmond, USA or its sub-processors with system data relating to support tickets or (ii) permit access to log data of Microsoft Azure Platform services, both of which may or may not include Personal Data.

In addition, the Processor and/or its affiliates may offer remote support services in connection with the Services and/or the Receiver. When using such remote support services, the Processor and/or its affiliates may get access to Data that contain Personal Data.

2.3 The Controller shall (and shall ensure that its Individual Users do) submit or otherwise disclose Personal Data to the Processor only to the extent there is a legal justification, i.e. the Controller has obtained prior voluntary informed consent from the individual concerned (a consent form can be provided on request) or the Institution can justify such submission by other valid legal ground for the processing of Personal Data in accordance with applicable law. If the Controller uses Receiver settings requiring such legal justification, the Controller is responsible to ensure such legal justification before changing the settings. If such legal justification does not exist, the Controller shall explicitly block the individuals concerned.

2.4 The Controller warrants that Personal Data disclosed to the Processor by the Controller and/or its Individual Users is processed in accordance with applicable privacy, data protection and medical secrecy regulations and the Controller's notifications with the competent data protection authority, if any. The Controller warrants that the submission and disclosure as well as the further processing of Data are permitted. This applies in particular to the extent Data submitted or otherwise disclosed by the Controller and/or its Individual Users on teamplay contains any protected Personal Data or any other sensitive or confidential information.

2.5 In order to fulfil its obligations under this section 2 the Controller will be able to change the privacy settings of the Receiver in accordance with its local (legal) requirements. Upon request of the relevant data subject or any person entitled, the Controller shall immediately cease using teamplay based on settings permitting the use of Personal Data of such data subject and block such Personal Data for processing by the Receiver. The Controller is responsible for the settings of the Receiver required to fulfil the aforementioned obligations. The settings will provide for the possibility to either blacklist several patients or to put a tag into the DICOM data file within each study.

2.6 If Controller actively transmits Data to the Receiver or Database, this Section 2 applies accordingly and Controller shall anonymize such Data before sending, if Controller lacks a legal justification. This is of utmost importance for the use of the application "teamplay Images".

2.7 Older medical devices being connected via the DICOM nodes to the Receiver might submit Data required for the teamplay functionalities in the form of so-called black images (i.e. as burned in information represented in a DICOM secondary capture image). In such cases the required information is directly scanned from the DICOM image via an embedded OCR scan in the Receiver. In order to perform such scan the black image needs to be of good image quality. If the image quality is poor the scan might either not be error-free or the Receiver might not be able to black-out the relevant information according to the settings before submitting the derived information to the Database. In such case, as well as in case the scanner is not correctly recognized, the Receiver may submit Personal Data to the Database despite the more restrictive settings.

2.8 Physicians, medical physicists and other healthcare professionals are bound by medical confidentiality. Therefore, when using teamplay, the Controller is responsible for (a) anonymization of patient data according to applicable laws and regulations or (b) obtaining patient's prior written release from medical confidentiality according to applicable laws and regulations, if required and to the extent admissible according to local laws.

2.9 The Controller shall be responsible for obtaining the consent of its employees or self-employed personnel for the processing of Data containing information on employees (especially physicians and operators). The settings of the Receiver provide for the possibility to exclude Data containing information about such employees.

2.10 The Processor and the Controller shall co-operate with each other to promptly and effectively handle and solve enquiries, complaints, and claims relating to the Processing of Personal Data from any court, government official (including but not limited to any data protection or law enforcement agency), third parties or individuals (including but not limited to requests of the data subjects to access, rectify, erase or block Personal Data concerning them).

2.11 To the extent Services provide functionality to request the disclosure or submission of Data to Third-Party Solutions operated by Third-Party Providers (such as a "Open with/Open in/Send to"- functionality), the Controller hereby instructs the Processor to disclose or submit the Data to the Third-Party Provider upon such request only. The Controller is only entitled to use such functionality if Controller has appropriate consents as required by law. The Processor only follows the foregoing instruction and is thereby not acting as a sub-processor to such Third-Party Provider.

Schedule 1: Privacy Policy

Privacy Policy

This privacy policy describes the entity responsible for the collection, processing and use of Personal Data collected from you in connection with the teamplay platform ("Platform") and the services available at https://teamplay.siemens.com or through teamplay as outlined in Siemens Offer ("Services"), what types of personal data are collected about you, what is done with it, and your rights in relation to the use of the data.

I.   Data Controller

The responsible agency for any personal data collected, processed and used in connection with the Platform and the Services provided by Siemens Healthcare Limited ("Siemens") is the institution, hospital or other legal entity for which you are working ("Institution").

II.   Types of Data

In addition to other personal data that you actively provide in connection with the Platform (e.g., when you send an e-mail), the following types of personal data are collected, processed and/or used when you use the Platform and Services in accordance with the chosen privacy or data minimization settings:

- Full name
- Address
- E-mail address
- Phone number
- ID of institution(s) you are affiliated with
- Country of affiliated institution
- Password
- teamplay configuration data, especially UI preferences (e.g. preferred language, layout options)
- Image Data
- DICOM Metadata

III.   Purposes of the collection, processing and use

Unless otherwise provided, your personal data are collected, processed and/or used for the following purposes:

- To administer, operate and maintain the Platform and Services, i.e. to manage your registration and access to the Platform and the Services
- to prevent an illegal use of the Platform and Services; and

- to make you a visible and searchable user for other teamplay users.

If you do not provide your personal data, your use and access to the Services and/or the functionality of the Platform may be restricted.

IV.   Categories of Recipients

Your personal data will be stored and processed on a Microsoft Azure Platform within Australia, except for personal data of Institution's Individual Users which may be transferred outside New Zealand and Australia in connection with the administration of the account as necessary to provide the Services. For the purposes of the Platform, Siemens Healthcare GmbH has entered into a data processing agreement with Microsoft Ireland Operations Limited, Ireland. In exceptional cases it may be required that Microsoft Corporation, Redmond, USA must access the Microsoft Azure Platform for troubleshooting purposes. In such case, access to the data stored therein cannot be excluded. Furthermore, your e-mail address and the country of your affiliated institution will be stored in all Microsoft data centers involved in the provision of the Services worldwide to redirect you to the data center where the respective institutional account is maintained. Except for such storage and access by Microsoft, the processing of your personal data is exclusively performed by Siemens and Siemens Technology and Services Private Limited, India. In addition, Siemens and/or its affiliates may offer remote support services in connection with the Services. When using such remote support services, Siemens and/or its affiliates may get access to data that contain your personal data.

Your personal data is shared with other third parties only if the Institution and/or Siemens are obligated to do so on the basis of applicable legal requirements (e.g. to courts or criminal prosecution authorities), you have consented to the respective transfer or the transfer is otherwise lawful under applicable law.

V.   Web Analytics Services

Siemens Healthcare monitors the runtime behavior of the teamplay application for quality assurance and tracks page views by user based on pseudonyms for the purpose of identifying product improvements. To achieve this, temporary cookies are created and deleted immediately after creation. The statistical data generated from the monitoring is stored for a maximum of 30 days. In this context Siemens Healthcare uses the "Microsoft Azure Application

Insights" service of Microsoft Corporation, Redmond, USA.

VI.   Your Rights

You may contact the Institution in order to receive information about your personal data, and/or to exercise your statutory rights regarding the access, rectification, deletion and blocking of your personal data, and/or to object the processing of your personal data for purposes of marketing and/or market or opinion research free of charge.

VII.   Changes to the Privacy Policy

Improvements to the Platform and/or Services may require amendments to this privacy policy – e.g. by the implementation of new technologies or the introduction of new services. This privacy policy may be changed or supplemented at any time. The changes will be published on the Platform. Therefore, you should review the Platform regularly to inform yourself about the current version of the privacy policy.

VIII.   Contact Details

If you have any questions about the privacy policy or would like to complain about the handling of your personal data, please contact the privacy officer at the Institution at the contact details below.

If you are not satisfied with the response or do not receive a response within a reasonable timeframe, you may have the right to make a complaint to the New Zealand privacy regulatory authority, the Office of the New Zealand Privacy Commissioner. Current contact details are available on the website at www.privacy.org.nz

E-mail: digitalhealthsupport.au@siemens-healthineers.com
Ordinary mail: 600 Great South Road, Building A, Level 2, Ellerslie, Auckland 1051