

# Remote Connection Terms

(Version: 17.05.2024)

These Remote Connection Terms govern the provision of a remote connection in addition to (i) the Commercial Form and (ii) the General Terms. These Remote Connection Terms shall be read as complementary to the General Terms and prevail in case of conflict.

## 0. Definitions

- 0.1. In addition to the definitions in the General Terms the following definitions apply:
- 0.2. "Equipment" means Hardware and/or Software which are sold, licensed or otherwise made available to Customer and capable of being connected through a Remote Connection.
- 0.3. "RCU" means the Remote Connection for ultrasound Equipment.
- 0.4. "Remote Connection" means an online or video connection between Siemens Healthineers or any of its Affiliates and the relevant Equipment at Customer's site, e.g. SRS, teamplay Connectivity and RCU of Siemens Healthineers or Smart Connect of Siemens Healthineers.
- 0.5. "Remote Connection Agreement" means the agreement addressing the remote connection to the Equipment comprising of the General Terms, the Remote Connection Terms and the Security Concept.
- 0.6. "Security Concept" means the relevant IT security concept of Siemens Healthineers, which can be found under the following links for (i) SRS: <https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services>, (ii) RCU <https://www.siemens-healthineers.com/ultrasound/kinectus#downloads>
- 0.7. and (iii) teamplay Connectivity <http://siemens-healthineers.com/teamplay-data-privacy-and-security-white-paper> or in every case which Siemens Healthineers will send to Customer upon request.
- 0.8. "Smart Connect" means the Remote Connection for Varian Equipment.
- 0.9. "SRS" means Smart Remote Service, the Remote Connection for Equipment, excluding RCU and Smart Connect.
- 0.10. "teamplay Connectivity" means the connection into the teamplay digital health platform of Siemens Healthineers.

## 1. Use of Remote Connection

- 1.1. Siemens Healthineers, its Affiliates and other companies engaged by Siemens Healthineers or its Affiliates are authorized to access, maintain, support, diagnose, repair, calibrate, update, operate or patch the Equipment that utilises a Remote Connection or provide Services, including value-add Services, or remote training in every case through the Remote Connection and to access and use any Technical Data collected via the Remote Connection for such activities.
- 1.2. During either a contract for the provision of Services concluded between Customer and Siemens Healthineers or an applicable warranty period for Equipment Siemens Healthineers, its Affiliates and other companies engaged by Siemens Healthineers or its Affiliates are also authorized to carry out additional system monitoring services through the Remote Connection as supported by the covered Equipment.

## 2. Obligations of the Parties

- 2.1. Siemens Healthineers shall setup the technical and organizational process for Remote Connection and IT infrastructure used by Siemens Healthineers for the establishment of the Remote Connection according to the Security Concept.
- 2.2. Siemens Healthineers hereby grants to Customer a non-exclusive, non-transferable license to install and operate in object code format for Customer's use of the Remote

Connection any software provided or approved by Varian for the purpose of establishing a Remote Connection.

- 2.3. Customer shall not enable access to Equipment or Services outside of the country where Customer is located. If Customer breaches this obligation, Customer shall indemnify and hold Siemens Healthineers and its Affiliates harmless from any damages resulting from such breach, including from any breach of the laws of such other country.
- 2.4. Siemens Healthineers may provide instructions and/or information to Customer about the Remote Connection status and general information on how to restore the connection in case it is not properly working, e.g. in teamplay Fleet of Siemens Healthineers or in MyVarian of Varian. Customer shall follow such instructions or information.
- 2.5. Customer shall regularly check with Siemens Healthineers, e.g. on the link as per Section 0.5 whether an updated version of the Security Concept is available and take measures to support compliance with the current Security Concept.
- 2.6. Customer shall permit the Remote Connection to be established by connecting the Equipment at Customer's own expense to the secured telecommunications link via a connection with transfer rates at least as specified in the Specification. Customer shall bear the cost of any technical requirements for any such connection not being part of the Equipment, e.g. establishing a broadband connection.
- 2.7. In order to protect the Equipment against cyber threats, it is necessary that Customer implements – and continuously maintains – a comprehensive holistic, state-of-the-art security concept protecting Customer's IT infrastructure, including regular vulnerability scanning, but subject to the proviso that (i) scanning or testing shall not be performed during clinical use, and (ii) the system configuration and/or IT security controls of the Equipment must not be modified. Customer shall also support Siemens Healthineers and its Affiliates in protecting against cyber threats. This means Customer shall particularly not
  - 2.7.1. connect Equipment to the Remote Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens Healthineers; or
  - 2.7.2. use the Remote Connection in a way that impairs or disrupts the integrity of the Remote Connection or Siemens Healthineers or its Affiliates IT infrastructure; or
  - 2.7.3. transmit any data containing viruses, Trojan horses or other programs that may damage or impair the Remote Connection or Siemens Healthineers or its Affiliates IT infrastructure.

## 3. Limited Warranty

- 3.1. Unless explicitly otherwise regulated the Remote Connection is provided "as is" and Siemens Healthineers does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the Remote Connection other than addressed in the Security Concept.
- 3.2. Siemens Healthineers will not provide a Remote Connection if
  - 3.2.1. the provision is prevented by any legal impediments, e.g. arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or
  - 3.2.2. there is a defect, malfunction or other problem with the telecommunications network; or
  - 3.2.3. there is a defect, malfunction, insufficient configuration or other problem with Customer's infrastructure.

#### **4. Update of Terms and Security Concept**

- 4.1. Siemens Healthineers is entitled to modify and/or update these Remote Connection Terms and/or the Security Concept to reflect technical progress, changes in law and further developments of offerings.
- 4.2. Such modifications and/or updates shall not jeopardize the quality and execution of the Remote Connection.
- 4.3. Siemens Healthineers shall inform Customer of changes to this Remote Connection Agreement by giving Customer a reasonable period of notice of at least 30 days. Siemens Healthineers will provide Customer with access to the updated terms.

#### **5. Certification**

- 5.1. Siemens Healthineers AG – operating SRS, teamplay Connectivity and RCU infrastructure together with service providers – shall maintain a certified information-security management system for the purposes of providing the beforementioned connections. In this regard, Siemens Healthineers AG shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

#### **6. Termination and Suspension**

- 6.1. The validity of this Remote Connection Agreement shall be unaffected by a termination of other agreements between Customer and Siemens Healthineers or any of its Affiliates. The Remote Connection Agreement may be terminated by either Party in writing at any time, giving a notice period of 4 weeks. The validity of any other agreements between Customer and Siemens Healthineers shall be unaffected by a termination of this Remote Connection Agreement. If other agreements have been concluded on the basis of this Remote Connection Agreement, they may have to be adapted upon termination, e.g. in respect of remuneration or response times.
- 6.2. Either Party shall be entitled to terminate this Remote Connection Agreement with immediate effect if the other Party breaches this Remote Connection Agreement and if such breach will not be cured for a period of 14 days from receipt of notice of the breach of the other Party.
- 6.3. Siemens Healthineers shall be entitled to suspend this Remote Connection Agreement and/or the Remote Connection with immediate effect if Customer is in breach of this Remote Connection Agreement or if Siemens Healthineers is – acting reasonably – of the opinion that the Remote Connection to one or more of Customer's Equipment contains a risk for the security and performance of the IT Infrastructure used by Siemens Healthineers.
- 6.4. If this Remote Connection Agreement is terminated by either Party according to Section 6.1 and the Parties enter into negotiations for new or renewal of service agreements, the provisions of this Remote Connection Agreement shall survive the termination for further 8 weeks, unless Customer explicitly informs Siemens Healthineers that this survival shall not apply.

#### **7. Intellectual Property**

Siemens Healthineers will own all right, title and interest in and to all intellectual property rights relating to improvements derived from Technical Data and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer which are hereby assigned to Siemens Healthineers.