

Shared Services Terms

(Version: dd.MM.yyyy)

These Shared Services Terms govern together with either the Advance Plan Terms or Service and Support Terms the provision of maintenance and update/upgrade services for Siemens Healthineers Hardware in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms"). These Shared Services Terms shall be read as complementary to the Terms and prevail in case of conflict.

0. Definitions

In addition to the definitions in the Terms and Advance Plan/Service and Support Terms the following definitions apply:

- 0.1. "Trained Customer Engineers" means Customer personnel that successfully completed the training courses required by Siemens Healthineers evidenced by a certificate signed by Siemens Healthineers or any of its Affiliates.
- 0.2. "Shared Services" means the services that Siemens Healthineers has authorized the Customer to carry out. Shared Services do not comprise any remote services.
- 0.3. "Shared Services Agreement" means the part of the Agreement relating to Shared Services

1. Siemens Healthineers Duties

- 1.1. To the extent required or deemed advisable for the performance of the Shared Services, Siemens Healthineers shall provide to Trained Customer Engineers:
 - 1.1.1. a list describing the Shared Services
 - 1.1.2. remote support e.g. via Smart Remote Services (SRS) of Siemens Healthineers and
 - 1.1.3. access to IT tools, service tools, service documentation and troubleshooting guides to the extent required for Customer to provide the Shared Services. Customer shall pay for third party tools an additional license fee as agreed in the Commercial Form.

3. Customer's Duties of Cooperation

- 3.1. To extent required or deemed advisable for the performance of the Services, Customer shall perform the following obligations in time and free of charge:
 - 3.1.1. Number of qualified Trained Customer Engineers as aligned with Siemens Healthineers to perform the Shared Services.
 - 3.1.2. Performance of Shared Services using only Trained Customer Engineers.
 - 3.1.3. Records of all performed Shared Services to be provided to Siemens Healthineers upon request.
 - 3.1.4. At least one knowledgeable Trained Customer Engineer is present while Siemens Healthineers performs its Services.
 - 3.1.5. Notification to Siemens Healthineers of each service event.
- 3.2. Customer shall not and shall make sure that Trained Customer Engineers will not use any service documentation, tools or troubleshooting guides which have been provided by Siemens Healthineers under this Shared Services Agreement for any other purpose than performance of the Shared Services.
- 3.3. Customer shall provide throughout the entire term a remote connection aligned with Siemens Healthineers, e.g. SRS in order to enable Siemens Healthineers to provide remote support.

4. Separate Charges/Suspension

- 4.1. If Siemens Healthineers is required to carry out any work to correct or rectify the actions of the Trained Customer Engineers, Siemens Healthineers shall be entitled to charge for such work at Siemens Healthineers' then prevailing rates.
- 4.2. If the Customer does not maintain
 - 4.2.1. the number of Trained Customer Engineers as agreed with Siemens Healthineers or
 - 4.2.2. a remote connection as agreed,

Siemens Healthineers is entitled to suspend the performance of its obligations under this Shared Services Agreement or to convert the Shared Services Agreement to a full-service agreement, in which

case Siemens Healthineers shall provide the Services as being part of a full-service contract and to increase the price accordingly based on its then applicable rates and charges. Siemens Healthineers will inform Customer accordingly.

5. Training

- 5.1. Siemens Healthineers will provide technical training to Customer's engineers as required to perform Shared Services.
- 5.2. Such training will be subject to a separate order and additional charges unless explicitly agreed as part of the scope of Siemens Healthineers obligations under this Shared Services Agreement.

6. Shared Risk/Liability/Indemnity

- 6.1. Siemens Healthineers shall not be liable for the performance of the Shared Services.
- 6.2. If any of the Shared Services is not performed in accordance with this Shared Services Agreement and this has an impact on the Hardware, all warranties provided by Siemens Healthineers with respect to the Hardware or Services shall be nil and void.
- 6.3. Uptime of the Hardware shall be considered as shared responsibility and shared risk between the Parties. Thus no Uptime Guarantee applies if Shared Services have been agreed.
- 6.4. The Customer agrees to indemnify, defend and hold Siemens Healthineers, its officers, directors, employees and agents harmless from and against any and all claims, actions, losses, liabilities, judgments, damages, costs and expenses including, without limitation, reasonable legal fees, brought against, or suffered by Siemens Healthineers arising directly or indirectly as a result of the acts or omissions of the Customer or Trained Customer Engineers on the covered Hardware.
- 6.5. If Siemens Healthineers provides Customer with tools which support Customer in the performance of the Shared Services Customer may at its discretion use such tools. Customer agrees that Siemens Healthineers shall not be liable for any damages, infringements or injuries arising out of the use of such tools unless caused on purpose by Siemens Healthineers.

7. Insurance

- 7.1. The Customer agrees to maintain during the term
 - 7.1.1. Third Party Liability insurance to protect against the risks associated with Customer's servicing of the Hardware covering at least death, bodily injury and damages to property and containing an Indemnity to Principals clause.
 - 7.1.2. Employers Liability insurance including the activities of its employees servicing the Hardware.
 - 7.1.3. Upon Siemens Healthineers' request the Customer shall provide Siemens Healthineers with evidence of such insurances being in force.