

Health Data Processing Terms for eHealth Hybrid Cloud Services

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These Health Data Processing Terms for eHealth Hybrid Cloud Services apply to the Processing of Personal Data for the purpose of providing SaaS Services on the eHealth Hybrid Cloud Services Platform, if such Personal Data contain health-related information. These Health Data Processing Terms for eHealth Hybrid Cloud Services include the terms of the Data Processing Agreement over which they prevail in the case of conflict.

These Health Data Processing Terms for eHealth Hybrid Cloud Services apply in addition to (i) the Commercial Form and (ii) the General Terms, the Digital Access and Use Terms, and the General SaaS Terms (together “Terms”). These Health Data Processing Terms for eHealth Hybrid Cloud Services 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. “Data” means Customer Data and Technical Data.
- 0.2. “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, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 0.3. “SaaS Services” for the purposes of these Health Data Processing Terms for eHealth Hybrid Cloud Services means SaaS Services provided by Siemens Healthineers on the eHealth Hybrid Cloud Services Platform.
- 0.4. “eHealth Hybrid Cloud Services Platform” means a proprietary web-based platform for medical professionals that is operated by Siemens Healthineers based on the Microsoft Azure platform.

1. Scope

These Health Data Processing Terms for eHealth Hybrid Cloud Services apply to the Processing of Personal Data by Siemens Healthineers (the “Processor”) in order to provide SaaS Services to the Customer (the “Controller”) if such Personal Data contain health-related information.

2. Categories of Data and Data Subjects

- 2.1. Depending on the relevant SaaS Service and, if applicable, the selected Customer configuration, the Personal Data transferred to Siemens Healthineers may concern the following categories of data subjects:
 - (i) Employees or suppliers of Customer or Customer’s group companies.
 - (ii) Patients of Customer or Customer’s group companies.
- 2.2. Depending on the relevant SaaS Service and, if applicable, the selected Customer configuration, the following categories of Personal Data may be transferred to Siemens Healthineers:
 - (i) Employee data, supplier data or other Customer-related data which Siemens Healthineers Processes for Customer (e.g. hospital employee data and other Personal Data contained in electronic health records).
 - (ii) Patient data, such as patient related information (e.g. electronic health records, DICOM files).
 - (iii) Special categories of data: Data on health, biometrical data.

3. Nature and Purpose of Processing

- 3.1. Siemens Healthineers shall Process Personal Data only to the extent necessary to provide the SaaS Services agreed in the Commercial Form.

The eHealth Hybrid Cloud Services platform and the SaaS Services provide Customer with standardized web-based solutions to: (i) support healthcare providers to collaborate with each other and to drive patient engagement to improve patient

outcomes, (ii) make patient data accessible for patients and/or defined physicians, (iii) collect patient data from patients and/or defined physicians, and (iv) facilitate the review, transfer and sharing of clinical reports and medical images.

- 3.2. In addition, Siemens Healthineers may access Personal Data during inspection and maintenance of automated procedures or data processing systems.
- 3.3. The duration of the Processing corresponds to the Subscription Period of the relevant SaaS Service.

4. Access to Personal Data

- 4.1. Certain Personal Data uploaded to the eHealth Hybrid Cloud Services Platform will be stored on the eHealth Hybrid Cloud Services Platform.
- 4.2. Siemens Healthineers and/or its Affiliates may offer remote support services in connection with the SaaS Services, including any Customer-hosted SaaS Services. When providing such remote support services, Siemens Healthineers and its sub-processors (including Affiliates) may obtain access to Data that contain Personal Data.
- 4.3. Subject to the provisions of the Data Processing Agreement, a list of sub-processors for the SaaS Services offered by Siemens Healthineers and Varian is available at <http://siemens-healthineers.com/ehealth-solutions/subprocessors>.

5. Controller Obligations

- 5.1. Customer is responsible for any Personal Data posted, submitted or otherwise disclosed by Customer and/or its Individual Users. Customer is also responsible for the verification of the identity of any other user whom such Personal Data is shared with and/or transferred to.
- 5.2. Customer shall (and shall ensure that its Individual Users will) only submit or otherwise disclose Personal Data to Siemens Healthineers for which Customer has a legal right of Processing and only to the extent that there is a legal justification for such Processing. This means that either Customer must have obtained prior voluntary and informed consent from the individual data subject concerned (a consent form can be provided on request), or there must be another valid legal ground for the processing of Personal Data which justifies such submission or disclosure under applicable law.
- 5.3. Customer shall ensure that any Personal Data disclosed to Siemens Healthineers by Customer and/or its Individual Users is Processed in accordance with applicable privacy, data protection and medical secrecy regulations and Customer’s notifications with the competent data protection authority, if any. Customer shall also ensure that any submission, disclosure, and further Processing of Data is legally permitted. This applies in particular if Data submitted or otherwise disclosed by Customer and/or its Individual Users on the eHealth Hybrid Cloud Services Platform contains Personal Data or any other sensitive or confidential information.
- 5.4. Physicians, medical physicists, and other healthcare professionals are bound by medical confidentiality. Therefore, when using the eHealth Cloud Services Platform, Customer is

responsible for (a) anonymization or minimization 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.

- 5.5. Customer is 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).

6. Cooperation

Siemens Healthineers and Customer shall co-operate in order to promptly and effectively handle and solve enquiries, complaints, and claims from any court, government body (including data protection or law enforcement agencies), third parties, or individuals relating to the Processing of Personal Data (such as requests of data subjects to access, rectify, erase or block their Personal Data).