

Education Terms

(Version: 01.09.2023)

These Education Terms govern the provision of educational services in addition to (i) the Commercial Form and (ii) the General Terms. These Education Terms shall be read as complementary to the General Terms and prevail in case of conflict.

0. Definitions

In addition to the definitions in the General Terms the following definitions apply:

- 0.1. "Education Plan" means different elements of the Siemens Healthineers education and training portfolio bundled in a comprehensive package.
- 0.2. "Learning Platform" means the on demand online platforms for self-training on Siemens Healthineers Academy and /or VarianThink of Varian
- 0.3. "Service Agreement" means the part of the Agreement relating to the educational services.
- 0.4. "Trainee" means any person registered by Customer and accepted by Siemens Healthineers for a training.
- 0.5. "Training Description" means the detailed description of scope and preconditions including prerequisites and safety and equipment usage guidelines as well as cancellation policies for every training. The then current Training Descriptions can be found on Siemens Healthineers` website and Learning Platform or will be provided by Siemens Healthineers upon Customer`s request.

1. Training Provision and Expenses

- 1.1. Unless otherwise detailed in the Training Description or set forth in the Commercial Form, accommodation expenses including expenses for overnight accommodations, subsistence costs, hospitality costs and travel expenses are not included in the course prices and have to be borne by Customer.
- 1.2. Trainings and education programs can be provided at Customer`s site, in a classroom setting at a Siemens Healthineers Training Center, remotely using Varian` remote services infrastructure or online on a Learning Platform as set forth in the Commercial Form.
- 1.3. If trainings will be provided via a Learning Platform or a remote services infrastructure such trainings may be subject to additional terms and conditions available on the relevant home page including <https://www.siemens-healthineers.com/en-ae/services/customer-services/connect-platforms-and-smart-enablers/pepconnect> www.siemens-healthineers.com/en-ae/services/customer-services/connect-platforms-and-smart-enablers/siemens-healthineers-academy and <https://training.varianthink.com/learn/signin> in the then current form or which Siemens Healthineers will provide to Customer upon request.

2. Customer`s Duties of Cooperation

- 2.1. To the extent required or deemed advisable for the performance of the educational services, Customer shall perform the following obligations in time and free of charge:
 - 2.1.1. Provide fully functioning modalities, equipment and consumables at Customer`s site for onsite trainings
 - 2.1.2. Provide projector, whiteboard, facilities and broadband internet access for the Siemens Healthineers instructors at Customer`s site
 - 2.1.3. Provide one or several qualified representative(s) as a contact partner for Siemens Healthineers.
- 2.2. Customer shall only send its employees to a training if the chosen employees fulfil the preconditions and agree to the relevant Training Description.
- 2.3. Customer shall ensure that its premise is safe and that all hazardous conditions on site are avoided.

3. Changes to Content and Scheduling of Training

- 3.1. Siemens Healthineers reserves the right to modify training content, switch locations, reschedule training dates or change the instructors for generally offered courses. In particular Siemens Healthineers may refine or update course content without prior notice.
- 3.2. Siemens Healthineers reserves the right to cancel or change scheduled trainings if the scheduled instructor or venue becomes unavailable or the number of Trainees is too low. In each case, Siemens Healthineers will notify Customer of any such cancellation or necessary changes to the program as soon as reasonably possible. If Siemens Healthineers has to cancel a training, it will reimburse any invoices already paid without delay. Any further rights of Customer shall be specifically excluded.

4. Forfeiture of Bookings

- 4.1. Siemens Healthineers will not provide any refund for purchased training courses that are not used within the agreed period. If there is no period agreed training courses must be used within 12 months after order confirmation or if related to a hardware or software 12 months after installation of the relevant hardware or software.
- 4.2. In case Customer has purchased training courses as part of an Education Plan Customer can only claim the training courses to be performed in the respective contract year and purchased training courses cannot be transferred to the following contract years.
- 4.3. Once a training course has been scheduled if Customer cancels such training course within 2 weeks of the scheduled date of the training course Customer is neither entitled to any refund nor to any re-scheduling.
- 4.4. Any Advantage Credits must be used in accordance with the terms of the Special Terms for Siemens Healthineers Advantage Credit Program.

5. Information of Trainees/Compliance with Instructions

- 5.1. Customer shall advise the Trainees and ensure that the Trainees follow the instructions of the relevant instructor in order not to disturb the scheduled execution of the training and to provide for a most efficient and safe training for all Trainees.
- 5.2. In particular Customer will ensure that Trainees comply with the safety and accident prevention regulations applicable at the training location. Customer will advise the Trainees and ensure that any data media brought by Trainees with them to training sessions must not be connected to the training equipment provided by the training center.
- 5.3. If Customer or any Trainee sent by Customer is in breach of this Service Agreement or any regulations applicable on the premises, where a training is provided Siemens Healthineers shall be entitled to dismiss the Trainee from the training. Such dismissal is subject to the precondition that the instructor requested the relevant Trainee to cease the breaching behavior and the relevant Trainee did not comply with such request or regulations applicable on the premises allow for instant dismissal. Siemens Healthineers shall not be obliged to refund any fees to Customer and shall be entitled to claim damages or reimbursement of expenses caused due to the breach of this Service Agreement from Customer.

6. Certificate

- 6.1. In order to get a certificate of participation from Siemens Healthineers every Trainee must attend in person all mandatory modules of a training or education program. If a Trainee cannot participate in a mandatory module for reasons outside of his/her and Customer's reasonable control, Customer or the Trainee shall inform Siemens Healthineers without undue delay after having knowledge of such reason. Siemens Healthineers, Customer and Trainee will in such case jointly discuss possible options, e.g. providing an adapted certificate nevertheless or offering a re-sit date.
- 6.2. If mentioned in the Training Description, the successful completion of an assessment at the end of the training is also required as precondition to receive a certificate.

7. Restrictions on Use, Copyright

- 7.1. The training documents issued and trainings made available remotely are protected by copyright. Customer shall ensure that they will not – even in the form of excerpts – be reverse engineered, duplicated (except for the user's backup purposes), reprinted, translated or electronically processed.
- 7.2. Customer will advise the Trainees that the taping, filming, photographing, or other recording of courses, contents, training material and/or products used for the provision of trainings is only permitted with the prior consent of the relevant instructor.

8. Limited Liability for Third-Party Trainings and Customer Input

- 8.1. Third-party trainings are provided by Siemens Healthineers "as-is". Siemens Healthineers shall endeavor to elect reasonably qualified third-party experts, however Siemens Healthineers does not accept any responsibility or liability for third-party content.
- 8.2. Any compilation of trainings, advice or guidance will be provided "as-is", based on Siemens Healthineers' experience and the information provided by Customer. Siemens Healthineers will neither be liable nor provides any guarantee with respect to any application, conversion, utilization or implementation of any compilation of trainings, advice or guidance.

9. Ongoing Education through Third Party Organized Events or Company Events

- 9.1. If the Education Plan includes education support through third party organized events such as Third Party Organized Educational Conferences or Third Party Organized Procedural Training ("Third Party Events") and/or events organized by Siemens Healthineers such as reference site visits, factory visits ("Company Events"), such education must be provided in compliance with the applicable laws and regulations, Customer-internal regulations and the applicable industry codes of ethical conducts (such as Mecomed Code of Business Practice).
- 9.2. Third Party Events must be vetted by the Conference Vetting System (CVS), with a "fully Compliant" status. Website: <https://www.mecomed.com/ethical-practices/conference-vetting-system>.
- 9.3. Customer shall provide Siemens Healthineers with a notification at least two [2] months prior to event/ program commencement.

9.4. All education through Third Party Events and Company Events to be availed within the agreement duration limited to the agreed number of participants included in the Education Plan. Clause 4 above applies accordingly.

9.5. Siemens Healthineers will cover the following items to successfully complete the Customer educational journey:

- 9.5.1. Registration Fees for the program/event;
- 9.5.2. Travel: airfare for flight (economy booking class unless otherwise permitted by Mecomed regulations), arrival will be one day prior to start of program/event and return will be on the last day of program/event or a day after;
- 9.5.3. Accommodation: business hotel as per Siemens Healthineers Corporate Policy or other hotel recommended by the program/event organizer; luxury accommodation or resorts are not permitted
- 9.5.4. Airport and program/event transportation: via public transport

No payments will be made directly any of the nominated Healthcare Professional.

9.6. Siemens Healthineers shall not have any involvement in any way in the selection of the Healthcare Professionals who will benefit from the education. For example, where the education is provided for the purpose of supporting attendance at third party organized educational events, the selection of the beneficiary shall be the responsibility solely of the Customer.

9.7. The Parties specifically agree that the provision of the support is not implicitly or explicitly linked to the offer for the Customer to purchase, lease, recommend, prescribe, use, supply or procure Siemens Healthineers products or services or used to reward past purchases, uses, orders recommendations, or referrals.

9.8. The Customer agrees to comply with the disclosure requirements under applicable laws and/ or any other regulations including without limitation of the relevant Industry Associations, and to provide all required information and supporting documents (e.g. nomination letter by the Customer, registration fee payment, flight tickets and hotel accommodation, contact details, invoices, receipts) to Siemens Healthineers in order to fulfill such disclosure requirements. The Customer authorized Siemens Healthineers to collect all relevant information and supporting documents from involved third parties (e.g. such as conference organizers and/or travel agents), after the program/event has been conducted, and to submit such information and documents to the concerned government authority and/ or non-governmental body (e.g. Industry Association) to fulfill the disclosure requirements.

The Customer understands and agrees that the participation of the nominated beneficiaries is subject to registration by the respective program/event organizer, which may require completion of specific registration process or be subject to general limitation such as capacity. Neither Siemens Healthineers nor the travel agent guarantee the participation of the nominated beneficiaries, and any liability of Siemens Healthineers and the travel agent for any damages whatsoever shall be excluded if the conference organizer rejects the registration of the nominated beneficiaries. Rejection of registration of any nominated beneficiaries or failure to collect the support shall in no event give any right to the recipient to claim monetary compensation and financial support of any other education event.