

Special Remote Connection Terms

(Version: 29.09.2025)

These Special Remote Connection Terms govern the provision of a remote connection.

0. Definitions

The following definitions apply:

- 0.1. "Affiliate" means any company, now or hereafter, directly or indirectly, controlled by, or controlling, or under common control with a Party. For purposes of this definition "control" of a company shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a company, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.
- 0.2. "Customer" means the person or entity entering into this Remote Connection Agreement with Siemens Healthineers.
- 0.3. "Customer Data" means any data and/or information sent or inputted into the Equipment or otherwise provided by or on behalf of Customer, or extracted from the Equipment by or on behalf of Siemens Healthineers and its Affiliates. Depending on the relevant Equipment, this may include health-related data and/or information relating to a patient such as patient history, diagnosis, treatment, electronic medical records (EMRs), Customer-provided configuration data, such as Customer-provided protocols, and any analytical results and data sets that are derived or created from Customer Data by or on behalf of Siemens Healthineers and its Affiliates. Customer Data shall not include Technical Data.
- 0.4. "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.
- 0.5. "Main Agreement" means an agreement between Siemens Healthineers and Customer for services, software and/or products which entails also a Remote Connection.
- 0.6. "Party" means Siemens Healthineers and/or Customer as applicable.
- 0.7. "RCU" means the Remote Connection for ultrasound Equipment.
- 0.8. "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 Varian.
- 0.9. "Remote Connection Agreement" means the agreement addressing the Remote Connection to the Equipment based on these Special Remote Connection Terms and the Security Concept.
- 0.10. "Security Concept" means Siemens Healthineers AG IT security concept for SRS and RCU, which can be found under the following link <https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services>, for teamplay Connectivity which can be found under the following link <http://siemens-healthineers.com/teamplay-data-privacy-and-security-white-paper>) or in every case which Siemens Healthineers will send to Customer upon request.
- 0.11. "Siemens Healthineers" means the Siemens Healthineers legal entity entering into this Remote Connection Agreement with the Customer.
- 0.12. "Smart Connect" means the Remote Connection for Varian Equipment.
- 0.13. "SRS" means Smart Remote Service, the Remote Connection for Equipment, excluding RCU and Smart Connect.
- 0.14. "teamplay Connectivity" means the connection into the teamplay digital health platform of Siemens Healthineers.
- 0.15. "Technical Data" means any technical, support, performance, machine data, metadata solely describing Customer Data, and other non-personal data related to the Equipment and collected and/or processed on-site or via a Remote Connection, including (i) technical status, performance, and/or support related information, including application logfiles, errors occurred, device properties, quality control; (ii) asset and general configuration data, including asset and device configuration, software versions, patches, licenses, network settings; device service history; and (iii) utilization, operational, serviceability, machine diagnostic and system data, including sequences or performance of various tasks, used applications/licenses and interactions with the application, and the reagents and consumables loaded onto hardware.

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 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.
- 1.2. During a Main Agreement – if any- 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 Siemens Healthineers 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 0.10 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. 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 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 Special 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. Data Use

- 6.1. Subject to applicable data privacy laws, Customer acknowledges that Siemens Healthineers and its Affiliates, subcontractors and suppliers will access, use, and process Customer Data and Technical Data on a limited, non-exclusive basis to the extent required by Siemens Healthineers to implement the Main Agreement -if any- and provide the Equipment, including for the purposes of (i) performing, distributing, displaying, processing, managing, administering, monitoring, modifying, supporting, and enhancing the Equipment; (ii) creating anonymized data; (iii) fulfilment of legal or regulatory obligations, including product surveillance and (iv) invoicing.
- 6.2. Customer permits Siemens Healthineers and its Affiliates to access, use, process, copy, aggregate, analyse, modify, combine

with other data and create derivative works from Technical Data on a non-exclusive basis without restriction in terms of time, location, transferability and sublicensing, for the business purposes of Siemens Healthineers and its Affiliates, such as (i) facilitating and advising on a continued and sustained use of Equipment or other products, software and services; (ii) the substantiation of marketing claims for its products, software and services by means of aggregated data; (iii) benchmarking; (iv) research or development purposes (for example to determine usage trends, or to improve existing and/or develop new products, software and services);

7. Termination and Suspension

- 7.1. The validity of this Remote Connection Agreement shall be unaffected by a termination of a related Main Agreement 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 a Main Agreement -if any- 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. If this Remote Connection Agreement is terminated by either Party according to Section 7.1 and the Parties enter into negotiations for a new Main Agreement, 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.

8. Intellectual Property

- 8.1. 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.

9. Limitation of Liability

- 9.1. The liability of Siemens Healthineers for all claims, damages, and indemnities arising out of or related to this Remote Connection Agreement regardless of their legal basis, whether in contract, tort or otherwise, shall not exceed, in the aggregate, 10% per contract year. "Contract year" means the 12-month period from the effective date of the Remote Connection Agreement or any subsequent 12-month period. Limitation of liability does not apply in cases where damages occurred as result of gross negligence and willful misconduct.

10. Assignment, Subcontracting

- 10.1. This Agreement or any rights or obligations hereunder may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. However, Siemens Healthineers may (i) assign this Agreement in whole or in part and/or its rights and obligations hereunder without the consent of Customer, to an Affiliate or to a successor in interest of all or part of the business to which this Agreement relates and (ii) sell its accounts receivable or assign any of its claims for payment under this Agreement to any third party.

10.2. Siemens Healthineers may have any obligation hereunder performed by a subcontractor, including Affiliates.

11. Applicable Law, Dispute Resolution

11.1. This Agreement is governed by the Law of Republic of Serbia excluding the principles of conflicts of laws and the UN Convention on the Sale of Goods.

11.2. The courts in Belgrade shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement.

12. Export Control

12.1. Siemens Healthineers shall not be obligated to fulfill this Remote Connection Agreement if such fulfillment is affected by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

13. Notices, Changes, Written Form

13.1. This Remote Connection Agreement, changes to this Remote Connection Agreement (including any waiver of this form requirement), any termination notices and any notices regarding claims and disputes must be made in writing or via an online mechanism provided explicitly for such purpose by Siemens Healthineers (if any). If this Remote Connection Agreement requires written form, the respective document must be either signed in handwriting or by electronic signature, using a software tool for electronic signatures. Transmission of a scan of an original signed with handwritten signature by means of telecommunication, also without using an electronic signature, shall be deemed to be "in writing".

14. Miscellaneous

14.1. This Remote Connection Agreement comprises the entire agreement between the Parties and supersedes any previous agreements relating to its subject matter. The reference to a document that refers to another document shall be deemed to also incorporate such other document, unless otherwise stated therein. Changes to this Remote Connection Agreement shall apply only if agreed by the Parties in accordance with Section 13. Other terms and conditions, including those of Customer in its purchase orders or other documents, shall not apply.

14.2. If any provision of this Remote Connection Agreement is illegal, invalid or unenforceable, all other provisions of this Remote Connection Agreement remain unaffected. The Parties shall replace such invalid or unenforceable provision by a provision which reflects as closely as possible the intention of the Parties.