

Special Terms for WeScan

(Version: 15.11.2023)

These Special Terms for WeScan govern the provision of remote scanning services for Magnet Resonance Tomographs in addition to (i) the Commercial Form and (ii) the General Terms, the Supplemental General Terms, the Hardware Installation Terms and the Software License Terms (together "Terms"). These Special Terms for WeScan 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. "Assignment" means each individual scan booked by Customer through teamplay Fleet and to be delivered by Siemens Healthineers as part of the WeScan Services.
- 0.2. "Covered Hardware and/or Covered Software" means the hardware and/or software, e.g. a MRI provided by Customer and used in the course of the Service provision.
- 0.3. "Onsite Operator" means the medical staff controlled by Customer at Customer site that operates the Hardware and Software.
- 0.4. "Physician" means a qualified radiologist controlled by Customer that has clinical responsibility for each Assignment.
- 0.5. "Remote Coaching" means targeted coaching for development and knowledge transfer to Customer personnel by the Remote Operator using SVC and/or Smart Remote Services.
- 0.6. "Remote Operator" means a remote technical radiology assistant or equivalent selected by Siemens Healthineers for an Assignment as a part of the delivery of the WeScan Services.
- 0.7. "Remote Scanning" means the technical execution of a medical imaging examination (image acquisition) by a Remote Operator using SVC and/or Smart Remote Services.
- 0.8. "Smart Remote Services" means an online connection between Siemens Healthineers or any of its Affiliates and the relevant Equipment at Customer's site using the Smart Remote Services infrastructure of Siemens Healthineers.
- 0.9. "Syngo Virtual Cockpit ("SVC")" means remote scanning assistance software of Siemens Healthineers enabling communication between Onsite Operator and Remote Operator to be used to facilitate the WeScan Services.
- 0.10. "teamplay Fleet" means an online service portal and/or an app for fleet management of Siemens Healthineers accessed by Customer in connection with the WeScan Services.
- 0.11. "WeScan Services" means a scanning service supplied by Siemens Healthineers that supports the performance of image acquisition on MRI1 systems, which may include Remote Scanning and or Remote Coaching.
- 0.12. "WeScan SOPs" means the WeScan standard operating procedures provided to Customer before commencement of the WeScan Services, which describe, amongst other things, all relevant and necessary procedural requirements that Customer shall meet as a part of the WeScan Services.

1. Service Personnel

- 1.1. Siemens Healthineers shall provide the WeScan Services to Customer using its own or third-party personnel and from a location that Siemens Healthineers deems fit, provided such location is in the country where the Assignment is located. Siemens Healthineers may change the Remote Operator used for Service provision at its discretion as long as the Remote Operator meets the criteria as per Section 1.2. Customer may not choose a specific Remote Operator. For the avoidance of doubt, the Remote Operator shall have no employment relationship with Customer.

- 1.2. Siemens Healthineers will ensure that all Remote Operators have and maintain appropriate licenses, certificates, accreditation, experience and education in the relevant country to perform the WeScan Services.

2. Customer's Rights and Obligations

- 2.1. At least 7 days prior to an Assignment, Customer may request in writing an anonymized extract of the qualifications and experience of the Remote Operator². Customer has the right to refuse the use of the specific Remote Operator if Customer reasonably raises an objection to Siemens Healthineers before such time. ³
- 2.2. To the extent required or deemed advisable by Siemens Healthineers for the performance of the WeScan Services, Customer shall perform the following obligations in time and free of charge:
 - 2.2.1. Provide the Remote Operator before and during the performance of the WeScan Services with remote access to relevant Covered Hardware and Covered Software via SVC via a stable network connection.
 - 2.2.2. Provide and maintain the necessary hardware, server, and communication infrastructure for the operation of SVC (as described in the SVC specification) including but not limited to maintaining the Smart Remote Services connection.
 - 2.2.3. Allocating the Assignment to Siemens Healthineers via the teamplay Fleet.
 - 2.2.4. Prior to commencement of an Assignment Customer shall determine the relevant requirements of the Assignment (including but not limited to body part, grayscale, specifications). Customer may not change the requirements and parameters during an Assignment but only specify if required
- 2.2.5. Always monitor and retain direct control and responsibility of the Assignment. Accordingly, Customer reserves the right to exclude the Remote Operator at any time.

¹ This is based on the assumption that we deliver a license for SVC as well as hardware enabling communication (camera, audio equipment)

² Currently this is only offered for MRI. If in your country this shall be offered also for other modalities please adapt

³ As fallback a meeting between customer and the remote operator workforce may be arranged so that the customer can personally chose the relevant employees.

However, this shall be more than 1 employee

⁴ This section as well as several sub-sections in Section 2 are inserted to make sure that the physician will still be deemed as responsible and in control. They are of utmost importance otherwise SHS may be considered in control

- 2.2.6. Ensure that each Assignment is managed according to all necessary measures related to proper, qualitative, complete industry standard medical imaging including but not limited to those standards defined in the WeScan SOPs.
- 2.2.7. Without delay notify Siemens Healthineers in writing of any alleged performance issues of the Remote Operator⁵.
- 2.2.8. Ensure that a Physician of Customer is always available during an Assignment to discuss an Assignment with Siemens Healthineers.
- 2.2.9. If following an Assignment, Customer reasonably determines that in performing the WeScan Services the Remote Operator has not met requisite industry standards, Customer shall immediately notify Siemens Healthineers in writing. Customer shall be entitled to require Siemens Healthineers to provide an alternative Remote Operator for future Assignments until any established performance issues are appropriately remedied (i.e. following further training).
- 2.2.10. Ensure, on an ongoing basis, that all Hardware and Software as well as any Covered Hardware and Covered Software has been regularly maintained in accordance with the manufacturers guidelines and is fully functional during the delivery of the WeScan Services.
- 2.2.11. Maintain control and responsibility for each Assignment including the operation of the Hardware and Software, all clinical decision making associated with the Assignment and the occupation safety of all patients and staff involved in each Assignment.
- 2.2.12. Prior to the commencement and during a relevant Assignment Customer shall communicate with the dedicated Siemens Healthineers contact to confirm that all requirements in the WeScan SOPs and the Assignment have been met.
- 2.2.13. Ensure that the onsite personnel has the relevant qualification and experience to fulfil the onsite tasks properly and in compliance with applicable law.
- 2.2.14. Obtain consent from patient that allows the performance of the scans remotely by the relevant Remote Operator.
- 3. Siemens Healthineers Obligations**
- 3.1. Siemens Healthineers shall elect reasonably qualified Remote Operators. The WeScan Services are provided by Siemens Healthineers "as-is".

- 3.2. Any compilation of the Remote Coaching 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 Remote Coaching.
- 3.3. For the avoidance of doubt, the WeScan Services or the Remote Operator do not replace the role of the Onsite Operator and Customer is fully responsible for making clinical decisions and shall be deemed to control each Assignment.
- 4. Order Process and Pricing**
- 4.1. The fees payable by Customer for the WeScan Services are calculated based on a fee per Assignment as described in the Commercial Form.
- 4.2. Customer shall book each Assignment via teamplay Fleet a minimum of 4 weeks in advance of the relevant Assignment date. Any Assignments required by Customer on shorter notice shall be subject to the availability of a Remote Operator.
- 4.3. For the avoidance of doubt, the fees payable by Customer for the WeScan Services (as described in Section 4.1) shall under no circumstances be conditional upon the Customer's receipt or reimbursement of costs from the Customer's relevant payor (e.g. insurance provider). Customer solely bears the risk of reimbursement for the WeScan Services provided.
- 5. Processing of Personal Data**

The Parties acknowledge that pursuant to the WeScan Services and on instruction from Customer (as Data Controller), Siemens Healthineers may act as data processor and process Personal Data both for patient and employees of Customer. Accordingly, Customer shall ensure that it complies with all relevant laws which shall include ensuring that all relevant requirements for the processing of Personal Data are met (e.g. obtaining the consent of the relevant data subject or workers counsel if necessary). The Parties shall enter into a separate Data Processing Agreement which addresses each Party's respective obligations contemplated by this Section.

⁵ If the Teamplay Fleet/sense integration is available for your country, this would be the preferred method for Customer to notify SHS of alleged performance issues (please amend accordingly).