

# Special Terms for Flex Force Coach

(Version: dd.MM.yyyy)

These Special Terms for Flex Force Coach govern the provision of coaching services in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms"). These Special Terms for Flex Force Coach 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. "Coach" means any individual assigned by Siemens Healthineers to provide Coach Services in accordance with this Service Agreement.
- 0.2. "Coach Services" means consulting services and advice provided by a Coach to Customer's personnel on workdays.

## 1. Service Provision

- 1.1. Siemens Healthineers will provide the Coach Services to Customer using personnel that Siemens Healthineers deems fit. Siemens Healthineers may change the Coach used for the provision of the Coach Services at its discretion.
- 1.2. Siemens Healthineers will ensure that all Coaches have and maintain appropriate licenses, certificates, accreditation and education in the agreed jurisdiction to perform the Coach Services.
- 1.3. Siemens Healthineers will require all Coaches used for the provision of the Coach Services to satisfy the applicable credentialing requirements, provided they have been made available by Customer to Siemens Healthineers in advance of the provision of Coach Services.
- 1.4. Siemens Healthineers endeavors to provide the Coach Services to the greatest extent possible at Customer's site. However, Siemens Healthineers can provide the Coach Services also remotely.

## 2. Customer's Duties of Cooperation

- 2.1. To the extent required or deemed advisable for the performance of the Coach Services, Customer shall perform the following obligations in time and free of charge:
  - 2.1.1. Provide orientation and training to Coaches with respect to relevant policies applying at Customer's site.
  - 2.1.2. Provide office space, protective clothing, whiteboards and projectors to Coaches to the extent required for the performance of the Coach Services.
- 2.2. During the term of this Service Agreement and for six (6) months after the expiration or termination thereof, Customer agrees that it will not directly or indirectly solicit for employment or otherwise employ or engage the services of any Coach who had been assigned to Customer without first obtaining the written consent of Siemens Healthineers.

## 3. Limitation of Liability

- 3.1. Siemens Healthineers shall elect reasonably qualified Coaches.
- 3.2. Any compilation of Coach Services will be provided as is, based on Siemens Healthineers' experience and the information provided by the Customer. Siemens Healthineers will not be liable nor provides any guarantee with respect to any application, conversion, utilization or implementation of any compilation of Coach Services.