Special Terms for teamplay Fleet Connect

(Version: 01.01.2025)

These Special Terms for teamplay Fleet Connect govern the use of teamplay Fleet Connect in addition to (i) the Commercial Form and (ii) the General Terms, Digital Access and Use Terms and the General SaaS Terms (together "Terms"). These Special Terms for teamplay Fleet Connect 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.   "Developer Portal" means access to the technical documentation and to a secured test environment for the teamplay Fleet Connect API's.

0.2.   "teamplay Fleet" means an online service portal and/or an app of Siemens Healthineers for fleet management as set out in these Special Terms for teamplay Fleet Connect.

0.3.   "teamplay Fleet Connect API" means application programming interfaces provided by Siemens Healthineers to connect the Customer's service management software with teamplay Fleet.

0.4.   "teamplay Fleet Site" means the website https://fleet.siemens-healthineers.com

1.   Services

1.1.   Customer shall pay the Subscription Fee for each extended year of the Subscription Period in full, in advance before the start of the extended Subscription Period, to Siemens Healthineers by bank transfer to the nominated account notified to Customer.

1.2.   Customer warrants that it, or the Customer's service management software vendor, shall comply with the technical requirements set out in the Developer Portal to correctly call the teamplay Fleet Connect API and also use the information provided by teamplay Fleet Connect APIs.

1.3.   Information on the teamplay Fleet Connect API, and options to test the teamplay Fleet Connect API in a secured test environment, can be accessed by Customer at the Developer Portal. Access to the Developer Portal is subject to additional terms and conditions which can be found at the following link: https://www.siemens-healthineers.com/terms-of-use and an additional user-based account.

1.4.   In the event of any technical issue Customer may contact the teamplay Fleet Connect support team of Siemens Healthineers via telephone 010 500 7300 or email healthcareccc.za@siemens-healthineers.com. In the event of a service management software plugin (that is used for connecting with teamplay Fleet Connect API) issue, Customer should contact the support team of the vendor of this plugin, as this is not the responsibility of Siemens Healthineers. During such times referred to in this Section Customer may as a workaround access the teamplay Fleet Site for the provision of teamplay Fleet during the interim period until teamplay Fleet Connect becomes available or contact the Siemens Healthineers Customer Care Centre.

1.5.   New versions of the teamplay Fleet Connect APIs or teamplay Fleet Connect will be provided by Siemens Healthineers to Customer free of charge during the Subscription Period.

1.6.   Siemens Healthineers reserves the right to deactivate legacy versions of specific teamplay Fleet Connect and teamplay Fleet Connect APIs. Customer and/or the vendor of Customer's service management software (as appropriate) will be informed with advance notice to initiate the upgrade on Customer end to the new version.

1.7.   Upon completion of Customer's subscription to teamplay Fleet Connect, Customer or Customer's service management software vendor (in the event of a service management software plugin being used for connecting with teamplay Fleet Connect API) will receive by email and/or other communication (such as secured file exchange) medium a Client ID, a unique password and a subscription key for the purposes of onboarding to be carried out by Customer or Customer's service management software vendor. The Client ID, password and subscription key are valid for the entire Customer organisation and are required to be used for teamplay Fleet Connect for secured and authenticated communication between Customer and Siemens Healthineers. The password can be shared only once, and Customer or Customer's service management software provider shall ensure that both the Client ID and the password are protected using state-of-the-art protection software. If the Client ID is lost, a new Client ID will be created and provided to Customer or Customer's service management software vendor. The Parties acknowledge that access credentials shall be managed in accordance with applicable data protection and information security laws, including the Protection of Personal Information Act, 2013 ("POPIA"), and that nothing in this clause limits either Party's statutory obligations in respect of personal data security.

2.   Information in teamplay Fleet Connect

Information provided by teamplay Fleet Connect may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

3.   Access to and Transmission of Data

3.1.   Siemens Healthineers provides Customer in teamplay Fleet the options to monitor status, potential new software or features for Customer's devices covered by teamplay Fleet Connect. In order to do so Siemens Healthineers needs to access data on the Hardware as described in the General Terms.

3.2.   Customer ensures and guarantees that it will only transfer any Personal Data to Siemens Healthineers via its Customer Account if a relevant legal basis is in place and if the Personal Data is required for the provision of Services under this Agreement.

3.3.   Teamplay Fleet is not developed for data backup and does not substitute any back up or storage system for electronic or personal data. It is within Customer's responsibility to keep back ups of any and all of Customer's data including personal data.