

Special Terms for teamplay Fleet

(Version: dd.MM.yyyy)

These Special Terms for teamplay Fleet govern the use of teamplay Fleet in addition to (i) the Commercial Form and (ii) the General Terms, the Digital Access and Use Terms and the General SaaS Terms (together "Terms"). These Special Terms for teamplay Fleet shall be read as complementary to the Terms and prevail in case of conflict.

0. Definitions

In addition the definitions in the Terms the following definitions apply.

- 0.1. "teamplay Fleet" means an online service portal and/or an app for fleet management of Siemens Healthineers as set out in these Special Terms for teamplay Fleet.
- 0.2. "teamplay Fleet Site" means the website of Siemens Healthineers <https://fleet.siemens-healthineers.com>.

1. Services

- 1.1. teamplay Fleet contains general as well as Customer specific information and related documentation. Software for viewing or downloading as applicable is provided with teamplay Fleet.
- 1.2. Siemens Healthineers may stop the operation of the teamplay Fleet Site in full or in part at any time and provide contractually agreed information/documentation through other means.

2. Cost

- 2.1. There is no fee payable by the Customer for use of teamplay Fleet, as long as such use is in accordance with these Special Terms for teamplay Fleet.

3. Liability for Defects of Title or Quality and Malware

- 3.1. Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third-party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful misconduct or fraud.

- 3.2. Information on the teamplay Fleet Site 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.

- 3.3. Although Siemens Healthineers makes every reasonable endeavor to keep the teamplay Fleet Site, and the information provided via teamplay Fleet, free from viruses and malware, Siemens Healthineers cannot make any guarantee that it is virus-/malware-free. The user and/or Customer shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

4. Access to and Transmission of Data

- 4.1. Siemens Healthineers provides the Customer in teamplay Fleet the options to monitor status, potential new software or features for the Customer devices covered by teamplay Fleet. In order to do so Siemens Healthineers needs to access data on the Hardware as described in the General Terms.
- 4.2. 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.