# Software Support Terms

(Version: 01.04.2025)

These Software Support Terms govern the provision of maintenance and update/upgrade services for Siemens Healthineers Software (other than Software-as-a-Service) in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms"). These Software Support Terms 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. "Customer Care Centre" or "CCC" means the Siemens Healthineers facility that provides problem determination, problem reporting and tracking, and advisory assistance during the Principal Coverage Period; the CCC may be specific to a certain business unit or product of Siemens Healthineers.

0.2. "Principal Coverage Period" or "PCP" means the period during which Siemens Healthineers will provide the Services as set out in the Commercial Form excluding public holidays in the Territory.

0.3. "Response Times" means the response times set forth in the escalation and response time description of the Specification.

0.4. "Service Agreement" means the part of the Agreement relating to the Services.

0.5. "Subsequent Software Release" means update, hot fixe or upgrade.

0.6. "System" means the Customer IT-environment (including the virtual IT-environment) not maintained under this Service Agreement which the Software is embedded in, installed upon and/or applied to or interfaces with the Software, i.e. the essential basis to run and operate the Software.

0.7. "teamplay Fleet" means an online service portal and/or an app for Hardware fleet management of Siemens Healthineers.

0.8. "Territory" means the country/federal state of Siemens Healthineers or any other country or area as designated in the Commercial Form.

**1. Customer Duties of Cooperation**

1.1. To the extent required or deemed advisable for the performance of the Services, Customer shall perform the following obligations in time and free of charge:

1.1.1. Immediately notify Siemens Healthineers of any Defect and furnish the necessary information such as the contract number, the full Customer name and address, a detailed description of the problem, a description of the Software and the System, including any applicable serial number; the names and versions of any operating systems, networks, and software running with the Software.

1.1.2. Provide technical production resources and materials (e.g. electricity, telephone and Internet).

1.1.3. Establish the operating conditions and infrastructural requirements necessary for the intended performance of the Services.

1.1.4. Establish and maintain such recovery and data retention procedures as Customer considers necessary when Customer grants access (including remote access) to Siemens Healthineers to the System, Hardware or Software.

1.1.5. Establish and maintain a data back-up and retrieval system ensuring regular backups of copies of Customer data are available in the event of Defects.

1.1.6. Keep the System and all parts thereof state of the art, up-to-date and secured, including but not limited to ensuring that relevant software patches are applied without delay; hardware is adequately sized and has the capacity for the Software to meet any storage requirements and password security is maintained in line with accepted industry standards.

1.1.7. In so far as they relate to the Software, follow any documents issued by Siemens Healthineers that are made available via teamplay Fleet or otherwise, including but not limited to any vulnerability assessment and security advisories regularly published in teamplay Fleet, as amended from time to time.

1.1.8. Install or where required facilitate the installation by Siemens Healthineers of Subsequent Software Releases as required by Siemens Healthineers personnel or Siemens Healthineers partners for safety, security and/or otherwise as part of the Services.

1.1.9. Provide Siemens Healthineers with full, free, and safe access to Customer's facilities to fulfill obligations, Customer agrees to notify Siemens Healthineers promptly if Customer becomes aware of any unsafe conditions or hazardous materials to which Siemens Healthineers' personnel may be exposed at any of its facilities.

1.1.10. Perform regular maintenance tasks, described in the administrative manual for system administrator delivered with the Software.

1.1.11. Ensure that all personnel dealing with the Software and or System are adequately trained on all aspects of the Software or System including security.

**2. Separate Charges**

2.1. Siemens Healthineers performs the agreed Services during the Principal Coverage Period. If the Customer requires Siemens Healthineers to provide Services outside of the agreed Principal Coverage Period, such Services will be separately charged at Siemens Healthineers' rates according to terms and conditions then in effect.

2.2. Notwithstanding Section 5, if requested by Customer, Siemens Healthineers may in its sole discretion decide to support an older version of the Software (than those versions described in Section 5 (i) and (ii)) with any such support to be agreed on a case-by-case basis in writing between the Parties and subject to additional fees chargeable by Siemens Healthineers to Customer.

2.3. Unless specifically otherwise agreed, this Service Agreement excludes labor, Subsequent Software Releases, and expenses necessary to repair, adaption or reset of the Software due to:

2.3.1. Defects caused by Customer or any other person not specifically authorized by Siemens Healthineers to perform Services or other types of services or repairs in respect to the Software.

2.3.2. Defects resulting from hardware, tools or software other than those supplied or approved by Siemens Healthineers, that have been incorporated or combined with the Software or are interfacing with it.

2.3.3. Services or repairs for Customer's use of the Software in a manner not contemplated in the respective User Documentation.

2.3.4. Services or repairs resulting from casualty, catastrophe, or natural disaster, accident, misuse, neglect or negligence of the Customer, malware and attacks on IT systems by third parties (e.g. hacker attacks), or causes external to the Software such as, but not limited to, failed or faulty electrical power or air conditioning, or any causes other than ordinary use.

2.3.5. Unauthorized changes, modifications of or alterations to the Software.

2.3.6. Changes of legal and regulatory requirements, the applicable law and other regulations and technical standards not in place upon effectiveness.

**3.  Response Time**

Any Response Time between the incoming failure report in the service center of Siemens Healthineers and the beginning of the Service is defined in the Specification and will start only once the Defect notification is received by the CCC.

**4.  Unauthorized Modifications**

Customer shall not modify or allow other unauthorized third parties to modify the Software without the prior written consent of Siemens Healthineers during the term of this Service Agreement. In the event of unauthorized modifications, Siemens Healthineers has (in addition to any other rights Siemens Healthineers has under this Service Agreement or applicable law) the right to (i) remove unauthorized modifications and/or (ii) continue Service on the Software under terms to be negotiated provided that the Software component in question is no longer subject to Siemens Healthineers' Service obligations or (iii) terminate this Service Agreement.

**5.  Limited Support on Outdated Software Versions**

Subject to Section 2.2, Siemens Healthineers shall only be obliged to support:

(i)  the then-current version of the Software; and

(ii) the version immediately preceding the then-current version of the Software as set forth in sub-paragraph (i).

**6.  Remote Services**

In order to provide the Services covered by this Service Agreement Siemens Healthineers has to access certain information pertaining to Software via the remote connection, particularly asset and configuration data, utilization data and technical status information.