

# Advance Plan Terms

(Version: 06.05.2024)

These Advance Plan Terms govern the provision of maintenance services for Hardware and Software in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms"). These Advance Plan 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. "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.
- 0.2. "Remote Services" means the provision of Services via a secured telecommunications link.
- 0.3. "Service Agreement" means the part of the Agreement relating to the Services.
- 0.4. "Subsequent Software Release" means update, hotfix or upgrade.
- 0.5. "System Software" means Software provided by Siemens Healthineers and being embedded or pre-installed on the Hardware and used for the operation of the Hardware except for general syngo software of Siemens Healthineers.
- 0.6. "teamplay Fleet" means an online service portal and/or an app of Siemens Healthineers for Hardware fleet management.
- 0.7. "Territory" means the country/federal state of Siemens Healthineers or any other country or area as designated in the Commercial Form.
- 0.8. "Uptime Guarantee" or "Uptime" means the capability of the Hardware or Software to be utilized to treat or diagnose patients.

## 1. Customer's 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. Provision of briefings and site rules-if any.
  - 1.1.2. Provision of general information relevant to the Services, the surroundings and the local situation, as well as on the applicable safety regulations of Customer.
  - 1.1.3. Implementation of the required operational and legal safety measures, provision of a safe working environment, provision of (special) protective clothing and devices as well as the provision of security or personnel to escort the service technicians in accordance with the requirements of work safety, and upon Siemens Healthineers' request the provision of a second person required for reasons of accident safety.
  - 1.1.4. User and operator maintenance of the Deliverables in compliance with the User Documentation to the extent not covered by this Service Agreement
  - 1.1.5. Establishment of the operating conditions and infrastructural requirements necessary for the intended performance of the Services.
  - 1.1.6. Provision and attendance of appropriate personnel during the performance of the Services with the necessary experience and know-how concerning the provision of the Services. Such personnel of Customer must be able to make and implement any necessary decisions concerning the Services; Ensure that all personnel dealing with the Software and or Hardware are adequately trained on all aspects of the Software or Hardware including security.
  - 1.1.7. Provision of up-to-date documents and information relevant for the Service provision (e.g. documents on the Hardware, the configuration drawings, the list of available service parts at Customer's site).

- 1.1.8. Provision of technical production resources and materials (e.g. electricity, water, compressed air, telephone and Internet).
- 1.1.9. Provision of service parts that comply with the quality standards and recommendations of Siemens Healthineers to the extent Customer is responsible for the provision/stocking of service parts.
- 1.1.10. Current data back-up including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier.
- 1.1.11. Execution of the data back-up required for Customer and retrieval of data if necessary.
- 1.1.12. Siemens Healthineers will dispose of any waste brought on site by Siemens Healthineers in the course of the Service provision against reimbursement for occurred costs.
- 1.1.13. Obtaining of any permits, approvals, consents or authorizations from any relevant authority, except to the extent that these are only to be obtained by Siemens Healthineers.
- 1.1.14. Establishment and maintenance of such recovery and data retention procedures as Customer considers necessary when Customer grants system access (including remote access) to Siemens Healthineers.
- 1.1.15. Facilitating the installation of Subsequent Software Releases for safety and Services purposes that require to be installed by personnel or partners of Siemens Healthineers.
- 1.1.16. In so far as they relate to the Software, following any documents issued by Siemens Healthineers that are made available via teamwork Fleet or otherwise, including but not limited to any vulnerability assessment and security advisories regularly published in teamwork Fleet, as amended from time to time.
- 1.2. At Siemens Healthineers' request and to the extent necessary, Customer shall support Siemens Healthineers free of charge in any problem analysis. Customer shall provide incident reports and error messages as well as data and protocols appropriate for analyzing the failure.

## 2. Separate Charges

- 2.1. Siemens Healthineers performs the agreed Services during the Principal Coverage Period. If Customer requires Siemens Healthineers to provide Services outside of the agreed Principal Coverage Period, such Services will be separately charged at Siemens Healthineers' rates, terms and conditions then in effect.
- 2.2. Unless specifically otherwise agreed or where the claim or liability is caused by Siemens Healthineers, the Service Agreement excludes labor, parts and expenses necessary to install Subsequent Software Releases or to repair or reset Hardware:
  - 2.2.1. damaged by fire, accident, misuse, theft, abuse, negligence, improper application or alteration, exploitation of IT vulnerabilities or by any other incident outside Siemens Healthineers' control or by the Customer's failure to operate the Hardware in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions;
  - 2.2.2. defective or changed due to unauthorized attempts to repair, relocate, maintain, service, access or modify the Hardware by Customer or any third party or due to the attachment and/or use of parts, equipment or software not provided by Siemens Healthineers or interfaces with them or approved in writing by

Siemens Healthineers for use with the Hardware and/or Software;

- 2.2.3. due to Customer's failure to comply with its obligations under this Service Agreement, particularly in Section 1
- 2.2.4. failing due to causes of non-Siemens Healthineers supplied equipment, parts or software including, but not limited to, problems with the Customer's network;
- 2.2.5. defective due to any repair or service performed by Customer or any third party prior to the commencement of the term of this Service Agreement; or
- 2.2.6. not being updated because Customer decided not to install all Subsequent Software Releases offered by Siemens Healthineers.

### 3. Availability and Accessibility of Hardware

- 3.1. In order to provide the Services covered by this Service Agreement Siemens Healthineers has to access certain information pertaining to Hardware and Software via the remote connection, particularly asset and configuration data, utilization data and technical status information.
- 3.2. If the Hardware and/or Software is not made available onsite or remotely at the appointed time, waiting time beyond a reasonable time may be charged at Siemens Healthineers' per-call rates and terms then in effect.

### 4. Sustainable Use of Service Parts

This Service Agreement is offered on the basis that Siemens Healthineers may use exchanged service parts for the purpose of root cause analysis or as the case may be for re-using them after refurbishment. Thus exchanged service parts which are removed from the Hardware and taken back by Siemens Healthineers or which are requested to be returned to Siemens Healthineers shall upon the earlier of take back or request become the property of Siemens Healthineers. Customer warrants that it will transfer clear and free title to Siemens Healthineers.

### 5. IT and Software Maintenance

- 5.1. Whenever the Hardware and/or Software covered by this Service Agreement utilizes Siemens Healthineers' System Software, Siemens Healthineers will provide:
  - 5.1.1. Monitoring of Hardware with respect to the need for Subsequent Software Releases.
  - 5.1.2. All Subsequent Software Releases and their installation for such System Software subject to technical capability of the Hardware,
  - 5.1.3. training for Subsequent Software Releases as required and defined by Siemens Healthineers
  - 5.1.4. computing hardware enhancement or exchanges, if required to operate the latest release of the Software. The computing hardware exchange depending upon the modality is limited to computing hardware that has been originally delivered by Siemens Healthineers and the following scope:
    - (i) workstation exchanges or enhancement and/or
    - (ii) satellite console exchanges or enhancements and/or
    - (iii) tablet computer exchanges,
- 5.2. Software packages that Siemens Healthineers sells as standalone software are not included in the scope of this Advance Plan.
- 5.3. If computing hardware is exchanged according to Section 5.1.4 Section 4 will apply with respect to old hardware. If Siemens Healthineers does not return the hardware or request return of the hardware Customer shall dispose of the old hardware. Section 1.1.12 applies also to such hardware.
- 5.4. Customer has no right to claim a fixed number of Subsequent Software Releases.
- 5.5. Customer represents and warrants that it will only use Software that has been validly licensed to it by Siemens Healthineers or its authorized partners. Any Software not duly licensed from Siemens Healthineers or its authorized partners constitutes

unauthorized software. If Customer downloads, installs and/or uses unauthorized software, Siemens Healthineers may, in addition to any other rights Siemens Healthineers may have in such case (i) remove unauthorized software and reset the system at Customer's cost and/or (ii) terminate this Service Agreement and/or (iii) claim damages from Customer.

- 5.6. 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.
  - 5.7. Notwithstanding Section 5.6, if requested by Customer, Siemens Healthineers may in its sole discretion decide to support an older version of the Software (than the versions described in Section 5.6 (i) and (ii)), such support to be agreed in writing by the Parties on a case-by-case basis and subject to additional fees chargeable by Siemens Healthineers to Customer.
- ### 6. Guarantees
- 6.1. If an Uptime Guarantee has been agreed the following shall apply.
  - 6.2. The following shall not count as downtime and therefore would not constitute a violation of the Uptime Guarantee:
    - 6.2.1. Scheduled predetermined preventive maintenance
    - 6.2.2. Condition based maintenance
    - 6.2.3. Installation of Hardware and Subsequent Software Releases
    - 6.2.4. Implementation of computing hardware exchanges as per Section 5.1.4
    - 6.2.5. Preventive replacement of service parts
    - 6.2.6. Scheduled remedy of partial failures and impairments, facilitating restricted use of the Hardware and/or Software
    - 6.2.7. Elimination of malfunctions and damage resulting from incorrect operation
    - 6.2.8. Measures to avoid exploitation of IT vulnerabilities
    - 6.2.9. Extraordinary contamination
    - 6.2.10. Customer is not providing access to the Hardware as agreed in Section 7.5 of the General Terms
    - 6.2.11. Exclusions under Section 2.2
  - 6.3. If Siemens Healthineers fails to achieve the agreed Uptime or any other key performance indicator and there is no specific regulation regarding the remedy for such failure in the Commercial Form, Siemens Healthineers shall issue for each full percentage point by which the actual Uptime or measurement falls below the agreed Uptime or value a credit note as described in the Commercial Form. The credit amount shall be deducted from the next invoice in the payment cycle under this Service Agreement. The credit note shall be limited to a maximum of 10% of the net annual service fee.
  - 6.4. The foregoing states Siemens Healthineers' entire obligation and liability, and the Customer's sole remedy, for Siemens Healthineers' failure to meet the Uptime Guarantee or other key performance indicator unless explicitly otherwise agreed or if Siemens Healthineers failure is result of gross negligence or willful misconduct.
  - 6.5. If the Hardware is not fully operational, Customer must immediately notify the Customer Care Center of Siemens Healthineers. Downtime will not commence until such notification is given to Siemens Healthineers. Customer must accept all technical assistance that is offered by Siemens Healthineers, including, but not limited to, telephone support and remote diagnostics. For any period of time that Customer does not seek and accept technical assistance from Siemens Healthineers, the Hardware shall be considered to be operational.
  - 6.6. If the Hardware is moved from the original Customer location without the prior written consent of Siemens Healthineers or if Customer fails to comply with its obligations for the provision

and maintenance of a remote connection 24 hours per day, 7 days a week, then the Uptime Guarantee shall not apply.

## **7. SmartUse**

- 7.1. If SmartUse of Siemens Healthineers has been agreed the following shall apply:
- 7.2. Definitions:
  - 7.2.1. "Allowance" means the package of Exams per contract year that is used as basis for the fee calculation.
  - 7.2.2. "Allowance Overage" means a 3% allowable Exam overage, which is permitted before Customer will incur any overage fees, to allow for Exam count differences; esp. service/calibration protocols.
  - 7.2.3. "Exam" means a scan for the purpose to answer a clinical question or a service/calibration protocol. Single topograms or postprocessing images are not counted as an Exam. If an exam procedure was started but not valid, this will be counted as Exam.
- 7.3. Hardware that is subject to SmartUse must be connected to SRS and the auto-reporting function must be activated during the entire term in order to transfer the Exam information to Siemens Healthineers. Number of Exams and calculation of the fees to be paid by Customer will be based on a utilization report based on SRS data. If such report is not available for reasons not attributable to Siemens Healthineers, Siemens Healthineers will base its fee calculation on the "cap" option unless Customer proves a different number of performed Exams to Siemens Healthineers.
- 7.4. Customer shall pay to Siemens Healthineers the amount corresponding to the agreed Allowance plus the agreed fee for any Exam exceeding the Allowance Overage.
- 7.5. If Customer chooses an Allowance such number shall be considered as minimum number. Even if Customer consumes less than the chosen Allowance, the amount corresponding to the agreed Allowance shall be used as basis for calculation of the fees.
- 7.6. The Allowance for a period of less than one year will be calculated by dividing the contracted annual Allowance by 365 days and then multiplying by the number of days from period start date until contract expiration/end of calendar year.
- 7.7. If Customer and Siemens Healthineers agree on a cap for Exams such cap shall be considered as maximum number. Even if Customer consumes more than the chosen cap, such cap shall be used as basis for calculation of the fees.