

Health Data Processing Terms for teamplay

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These Health Data Processing Terms for teamplay apply to the Processing of Personal Data for the purpose of providing SaaS Services on the teamplay digital health platform, if such Personal Data contain health-related information. These Health Data Processing Terms for teamplay include the terms of the Data Processing Agreement over which they prevail in the case of conflict.

These Health Data Processing Terms apply 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 Health Data Processing Terms for teamplay 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. "Data" means Customer Data and Technical Data.
- 0.2. "Processing" or "Process" means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 0.3. "Receiver" means the teamplay receiver software that is downloaded to the Customer's IT infrastructure.
- 0.4. "SaaS Services" for the purposes of these Health Data Processing Terms for teamplay means SaaS Services provided by Siemens Healthineers on the teamplay digital health platform.
- 0.5. "teamplay digital health platform" means a proprietary web-based platform for medical professionals that is operated by Siemens Healthineers based on the Microsoft Azure platform.

1. Scope

- 1.1. These Health Data Processing Terms for teamplay apply to the Processing of Personal Data by Siemens Healthineers (the "Processor") in order to provide SaaS Services to the Customer (the "Controller") if such Personal Data contain health-related information.
- 1.2. If the upload of Personal Data to the teamplay digital health platform is limited to DICOM UIDs, these Health Data Processing Terms for teamplay shall not apply. The application of the Data Processing Agreement shall remain unaffected.

2. Categories of Data and Data Subjects

- 2.1. Depending on the relevant SaaS Service and, if applicable, the selected Customer configuration, the Personal Data transferred to Siemens Healthineers may concern the following categories of data subjects:
 - (i) Employees or suppliers of Customer or Customer's group companies.
 - (ii) Patients of Customer or Customer's group companies.
- 2.2. Depending on the relevant SaaS Service and, if applicable, the selected Customer configuration, the following categories of Personal Data may be transferred to Siemens Healthineers:
 - (i) Employee data, supplier data or other Customer-related data which Siemens Healthineers Processes for Customer (e.g. hospital employee data and other Personal Data contained in DICOM files).
 - (ii) Patient data, such as patient related information (e.g. DICOM attributes, DICOM images/pixel data).
 - (iii) Special categories of data: Data on health, biometrical data.

3. Nature and Purpose of Processing

- 3.1. Siemens Healthineers shall Process Personal Data only to the extent necessary to provide the SaaS Services agreed in the Commercial Form.
The teamplay digital health platform (i) provides Customer with data analytics services, (ii) supports Customer to build clinical networks and online communities, (iii) provides Customer with tools for the review, analysis, transfer and sharing of medical images, and (iv) enables access to Third-Party Solutions offered by Third-Party Providers subject to separate agreements.
- 3.2. In addition, Siemens Healthineers may access Personal Data during inspection and maintenance of automated procedures or data processing systems.
- 3.3. The duration of the Processing corresponds to the Subscription Period of the relevant SaaS Service.
- 3.4. If Siemens Healthineers Processes Data for purposes beyond the provision of SaaS Services based on an agreement with Customer, Personal Data will be anonymized. Such agreement shall be made in writing and be separate from these Health Data Processing Terms for teamplay. The anonymization of Personal Data will be performed on the teamplay digital health platform.

4. Access to Personal Data

- 4.1. Personal Data Processed by the Receiver and uploaded to the teamplay digital health platform will be stored on the teamplay digital health platform.
- 4.2. Siemens Healthineers and/or its Affiliates may offer remote support services in connection with the SaaS Services and/or the Receiver. When providing such remote support services, Siemens Healthineers and its sub-processors (including Affiliates) may obtain access to Data that contain Personal Data.
- 4.3. Subject to the provisions of the Data Processing Agreement, a list of sub-processors for the SaaS Services offered by Siemens Healthineers and Varian is available at <https://teamplay.siemens-healthineers.com/legal>.

5. Controller Instructions

- 5.1. Siemens Healthineers shall Process Personal Data only based on Customer's documented instructions in accordance with the Data Processing Agreement.
- 5.2. If the SaaS Services provide a functionality enabling Customer to request the disclosure or submission of Data to Third-Party Solutions operated by Third-Party Providers, Customer hereby instructs Siemens Healthineers to disclose or submit Data to Third-Party Providers solely upon such a request. Customer may only use such a functionality if Customer has entered into a data processing agreement with the relevant Third-Party Provider and ensures that a valid legal justification exists for submitting or disclosing the Data to such Third-Party Provider. Siemens Healthineers will only follow the foregoing instructions by Customer and, when doing so, will not be acting as a sub-processor to such Third-Party Provider.

6. Controller Obligations

- 6.1. Customer is responsible for any Personal Data posted, submitted or otherwise disclosed by Customer and/or its Individual Users. Customer is also responsible for the verification of the identity of any other user whom such Personal Data is shared with and/or transferred to.
- 6.2. Customer shall (and shall ensure that its Individual Users will) only submit or otherwise disclose Personal Data to Siemens Healthineers for which Customer has a legal right of Processing and only to the extent that there is a legal justification for such Processing. This means that either Customer must have obtained prior voluntary and informed consent from the individual data subject concerned (a consent form can be provided on request), or there must be another valid legal ground for the processing of Personal Data which justifies such submission or disclosure under applicable law. If Customer uses or changes Receiver settings, Customer is responsible for ensuring any required legal justification before doing so. If there is no such legal justification, Customer shall block any Processing activities relating to the relevant individual data subjects.
- 6.3. Customer shall ensure that any Personal Data disclosed to Siemens Healthineers by Customer and/or its Individual Users is Processed in accordance with applicable privacy, data protection and medical secrecy regulations and Customer's notifications with the competent data protection authority, if any. Customer shall also ensure that any submission, disclosure, and further Processing of Data is legally permitted. This applies in particular if Data submitted or otherwise disclosed by Customer and/or its Individual Users on the teamplay digital health platform contains Personal Data or any other sensitive or confidential information.
- 6.4. Customer is responsible for the settings of the Receiver as required for fulfilling Customer's obligations under Section 6 of these Health Data Processing Terms for teamplay. For this purpose, Customer can change the privacy settings of the Receiver in accordance with its local (legal) requirements. Upon request of the relevant data subject (or any other entitled individual), Customer shall immediately cease using the teamplay digital health platform based on settings that enable the use of Personal Data of such data subject and shall block such Personal Data for Processing by the Receiver. The settings will provide for the possibility to either blacklist several patients or to put a tag into the DICOM data file within each study.
- 6.5. If Customer actively transmits Data to the Receiver or teamplay digital health platform (for example through a dedicated website), this Section 6 applies accordingly. If there is no legal justification for such transmission, Customer shall anonymize such Data before sending.
- 6.6. Medical devices connected via DICOM nodes to the Receiver may potentially submit Data required for the SaaS Services in the form of so-called "Black Images" (i.e. as text burned in pixel data represented in a DICOM secondary capture image). Within the Receiver algorithms are applied to remove direct patient identifiers such as patient name, patient ID, and data of birth, from Black Images. These algorithms may fail in exceptional cases. In this case, the Receiver may submit Personal Data to the teamplay digital health platform even if and although the setting is more restrictive. Siemens Healthineers shall be entitled to apply an update of these algorithms to the uploaded Black Images in order to remove any remaining direct identifiers from the already uploaded Black Images.
- 6.7. Physicians, medical physicists, and other healthcare professionals are bound by medical confidentiality. Therefore, when using the teamplay digital health platform, Customer is responsible for (a) anonymization of patient data according to applicable laws and regulations or (b) obtaining patient's prior written release from medical confidentiality according to applicable laws and regulations, if required and to the extent admissible according to local laws.
- 6.8. Customer is responsible for obtaining the consent of its employees or self-employed personnel for the Processing of Data containing information on employees (especially physicians and operators). The settings of the Receiver provide for the possibility to exclude Data with information about such employees.

7. Cooperation

Siemens Healthineers and Customer shall co-operate in order to promptly and effectively handle and solve enquiries, complaints, and claims from any court, government body (including data protection or law enforcement agencies), third parties, or individuals relating to the Processing of Personal Data (such as requests of data subjects to access, rectify, erase or block their Personal Data).