

**Terms and Conditions for Frontier Developer (“Terms”)**  
(April 2024)

These Terms apply to the use of the Frontier Developer Portal and – if applicable – submission of Frontier Research Applications developed by Developer to the Digital Marketplace. By using the Frontier Developer Portal or submitting Developer’s Frontier Research Applications, Developer agrees to be bound by the applicable provisions of these Terms.

**1. Definitions**

- 1.1 **“Affiliate”** means any corporation, company or other entity, now or hereafter, directly or indirectly, controlled by, controlling or under common control with the respective party. For purposes of this definition, “control” means to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.
- 1.2 **“Developer”** means an institution, hospital or other legal entity which (i) has acquired access to the Frontier Developer Portal from Siemens Healthineers or one of its Affiliates and (ii) develops Frontier Research Applications.
- 1.3 **“Digital Marketplace”** means the function of Siemens Healthineers’ ‘teampay Digital Health Platform’ where (i) Participants can download (for Research Use only) Frontier Research Applications provided by Siemens Healthineers or third parties, if any, and (ii) Developers can submit their own Frontier Research Applications for upload (whereby acceptance of submission is at Siemens Healthineers’ sole discretion).
- 1.4 **“Export Control Data”** means the Export Control Classification Number according to the U.S. Commerce Control List (ECCN), if the Frontier Research Application is subject to the U.S. Export Administration Regulations, and all applicable export list numbers.
- 1.5 **“Frontier Developer Portal”** means the web-based platform operated by Siemens Healthineers which can be used by Developers to deploy/download Frontier Research Applications to the respective operating environment, create Frontier-compatible application packages, access developer documentation (e.g. interface descriptions), the ‘Frontier Developer Community’ and developing tools (such as glue code, skeleton apps, artifacts and no-code solutions). For the avoidance of doubt, the Frontier Developer Portal does not include any other components (task flows, tasks, algorithms, etc.) and there shall be no obligation of Siemens Healthineers to provide such components for the development of Frontier Research Applications. The ‘Frontier Development Kit’ or similar kits from other parties are not part of the Frontier Developer Portal and subject to separate terms and conditions.
- 1.6 **“Frontier Research Application”** means a software developed by Developer, including its documentation, if any.
- 1.7 **“Foreign Trade Regulations”** means all export control, customs and foreign trade regulations applicable to the export of the relevant Frontier Research Application to the Territory.

- 1.8 **“IPR”** means all methods, processes, know-how, trade secrets, technology, designs, digital codes, inventions, innovations and all patents, patent applications, as well as other forms of statutory protection rights and copyrights.
- 1.9 **“Open Source Software”** means software that is licensed under license terms or other contract terms which require, as a condition of use, modification or distribution of such software, or any other software incorporated into, derived from or distributed with such software (**“Derivative Software”**), any one of the following: (i) That the source code of such software or any Derivative Software be made available to third parties; (ii) that permission for creating derivative works of such software or any Derivative Software be granted to third parties; or (iii) that a royalty-free license be granted to third parties under any intellectual property rights contained in the software or any Derivative Software.
- 1.10 **“Participant”** means an institution, hospital or other legal entity which (i) has acquired the ‘MM\_research’ license from Siemens Healthineers or one of its Affiliates and (ii) is able to execute Frontier Research Applications.
- 1.11 **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data may in particular include special categories of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
- 1.12 **“Research Use”** means use for (particularly basic) research where the software itself is not validated. Research Use does not include market and feasibility studies, as well as any clinical use, namely use for any patient-specific examination in connection with the preparation of a diagnosis or therapy planning.
- 1.13 **“Siemens Healthineers”** means the Siemens Healthineers company named in the quote and/or registration process (either Siemens Healthineers AG or one of its Affiliates).
- 1.14 **“Third Party Software”** means software which has not been developed by or on behalf of Siemens Healthineers or its Affiliates, including, but not limited to, standard software from commercial suppliers, irrespective of whether it is used free of charge (freeware) or in return for payment (commercial off-the-shelf software), and Open Source Software.

## 2. Access and Use of the Frontier Developer Portal

### 2.1 Registration

The Frontier Developer Portal may be accessed by Developer via web browser. Access and use require prior registration and acceptance of the ‘Digital Access and Use Terms’, which will be presented to Developer during such registration process.

### 2.2 Right to Access and Use

- a) Siemens Healthineers grants Developer a non-exclusive, non-sublicensable and non-transferable right to access and use the Frontier Developer Portal (for the duration of the agreed subscription term,

unless terminated earlier in accordance with Section 9) solely for the purpose of developing, distributing or executing Frontier Research Applications in accordance with Section 6.1.

- b) Developer shall neither make the Frontier Developer Portal available to third parties nor copy, modify, reverse engineer, decompile or otherwise reverse translate (prohibition of reverse engineering) or extract any parts thereof, unless to the extent permitted by applicable law. Developer is responsible for the compliance with these Terms by all of its users to which access to the Frontier Developer Portal was granted. The Frontier Developer Portal is offered as a service, not sold. Developer shall not transfer, resell, rent/lease or grant access to the Frontier Developer Portal or offer service bureau services, other than as expressly permitted herein.
- c) Rights and obligations specified in these Terms shall apply also to all legitimately generated copies of downloaded development tools.

### 2.3 Third Party Software

- a) The Frontier Developer Portal may contain Third Party Software which is only delivered to Developer in conjunction with applicable license terms and subject to Developer's compliance with such terms. Developer hereby accepts such license terms, which shall prevail over any deviating provisions of these Terms regarding the Third Party Software concerned.
- b) The terms and conditions of certain suppliers of Third Party Software may be subject to change during the term of the subscription to the Frontier Developer Portal, in which event Siemens Healthineers will include such changes in the documentation or otherwise provide notice thereof to Developer. Except for Open Source Software, Developer shall use Third Party Software solely as a component of, or with, the Frontier Developer Portal. To the extent Third Party Software contains Open Source Software, no license fees shall be invoiced, except for the reimbursement of costs incurred by Siemens Healthineers for the compliance with the relevant license terms. Siemens Healthineers accepts no liability for malfunctions, errors or any other liability for such Open Source Software. To the extent applicable license terms require the publication of source code, Siemens Healthineers shall provide Developer with a copy of such source code on request.

### 2.4 Confidentiality

The Frontier Developer Portal contains valuable and confidential information that is proprietary to Siemens Healthineers or its licensors and which includes and constitutes trade secrets and copyrighted material. Therefore, the content of the Frontier Developer Portal shall be kept confidential and may only be used for the purposes described in these Terms. The same shall apply likewise to any information which can reasonably be regarded as confidential (e.g. due to its nature or the circumstances of disclosure) which Developer receives in connection with the Frontier Developer Portal.

## 3. **Data Privacy**

- 3.1 The parties are aware of the importance of protecting the right to privacy and existing privacy laws and regulations.
- 3.2 With regard to activities under these Terms that qualify as data processing, Siemens Healthineers acts as data processor on behalf of Developer and the Annex "Siemens Healthineers Data Processing Agreement according to Article 28 GDPR" shall apply insofar. In its capacity as data controller,

Developer shall comply with such laws and regulations when collecting, using, anonymizing or disclosing Personal Data to Siemens Healthineers, this includes in particular, but is not limited to, obtaining a patient's consent, where necessary. Subject to the provisions of the Data Processing Agreement, a list of sub-processors is available at <https://teamplay.siemens-healthineers.com/legal>.

- 3.3 Siemens Healthineers has specified parameters, tags, etc. for data that is eligible to be shared with Developer by users of Frontier Research Applications through the "Share" functionality of the Frontier Developer Portal. These 'Frontier Data Sharing Specifications' are available on request. Developer warrants and represents that all data thus shared conforms with the 'Frontier Data Sharing Specifications' and is regarded as anonymized by Developer. Developer shall ensure that no Personal Data is disclosed to Siemens Healthineers through the "Share" functionality.
- 3.4 In the case of infringement of the aforementioned obligations, Developer shall compensate Siemens Healthineers for any damages it suffers hereby and indemnify Siemens Healthineers and its Affiliates against all claims of third parties.

#### **4. Warranty**

- 4.1 Unless otherwise agreed and subject to Section 4.5 below, Siemens Healthineers warrants that the Frontier Developer Portal is free from defects during the subscription period.
- 4.2 In the event of a breach of its warranty under Section 4.2, Siemens Healthineers shall remedy the defects, provided that Developer has notified Siemens Healthineers of the defects without undue delay.
- 4.3 If Siemens Healthineers carries out rectification and it is not established that there was a breach of warranty, Developer shall pay Siemens Healthineers for such remedial work, including error analysis, according to the then applicable rates of Siemens Healthineers.
- 4.4 Within a reasonable period following written notification from Developer and at Siemens Healthineers' reasonable discretion, Siemens Healthineers shall remedy defects either by (i) delivery of hotfixes, updates or upgrades; (ii) provision of a workaround reasonably acceptable to Developer; (iii) instructions to Developer on how to fix the defect; or (v) any other means reasonably acceptable to Developer.
- 4.5 Siemens Healthineers shall have no obligations under this Section 4 in case of: (i) minor defects which do not affect the use of the Frontier Developer Portal; (ii) insignificant deviations of the Frontier Developer Portal from the specification; (iii) defects that cannot be reproduced; (iv) Developer's use of the Frontier Developer Portal in combination with other software, technology, devices or items not provided or approved in writing by Siemens Healthineers for use with the Frontier Developer Portal; (v) modifications to the Frontier Developer Portal or maintenance not performed by Siemens Healthineers; (vi) Developer's use of the Frontier Developer Portal in a manner not consistent with the user documentation; (vii) defects resulting from customization based on Developer's specific demands; (viii) Developer's use of the Frontier Developer Portal which is not the most current update, upgrade or new version and if the defect would have been prevented by using such update, upgrade or new version; or (ix) defects attributable to Developer for other reasons.
- 4.6 Despite its security efforts, Siemens Healthineers does not warrant that the Frontier Developer Portal is free of any vulnerability that may be exploited with the potential to adversely impact the Frontier Developer Portal via unauthorized access, destruction, disclosure, modification of information or denial

of service. Siemens Healthineers' provision of patches shall be Developer's exclusive remedy relating to any such vulnerabilities.

- 4.7 The foregoing Sections state the entire liability of Siemens Healthineers with respect to defects and any other claims, rights and remedies of Developer for defects shall be excluded.
- 4.8 The warranty period shall be the term of the subscription period. The provision of hotfixes, updates, upgrades, workarounds, repair or replacement shall not interrupt, extend or renew the term of such warranty period and such hotfixes, updates, upgrades, workarounds, repair or replacement shall only benefit from the remainder of the original warranty period.
- 4.9 Siemens Healthineers may pass through any assignable warranties of suppliers of Third Party Software, which warranties shall replace the warranty obligations set forth in this Section 4 for the relevant Third Party Software. Siemens Healthineers shall use commercially reasonable efforts to assist Developer during a supplier's warranty period by triaging issues and coordinating with such suppliers on issues that indicate failures of the relevant Third Party Software. Alternatively, Developer may contact the suppliers directly to obtain support in accordance with suppliers' warranty terms.

## **5. Limitation of Liability**

- 5.1 Any liability of Siemens Healthineers shall be limited to the total amount paid during the twelve (12) months immediately preceding the event giving rise to the claim. If a claim arises during the first contract year, the liability of Siemens Healthineers shall be limited to the total amount of payments projected for the Frontier Developer Portal for such contract year.
- 5.2 In no event shall Siemens Healthineers be liable for any interruption of operations, loss of production, loss of interest, income, profit or saving, loss or corruption of data, loss of use, costs associated with data recovery or re-creation, indirect, incidental, consequential, exemplary, punitive or special damages, under contract, tort or any other legal theory, even if Siemens Healthineers was advised of, or otherwise should have been aware of, the possibility of such damages.
- 5.3 The limitation and exclusion of liability in this Section 5 shall not apply to bodily injury and death, cases of willful misconduct and to the extent that liability cannot be limited under applicable laws.
- 5.4 Any claims against Siemens Healthineers shall be time-barred twelve (12) months after the event giving rise to the respective claim or, in the case of continuous occurrence, its initial onset.
- 5.5 Any limitations and exclusion of liability shall also apply to the benefit of Siemens Healthineers' officers, directors, employees, agents and subcontractors.

## **6. Development and Submission of Frontier Research Applications**

### **6.1 General**

- a) Development and use of Frontier Research Applications is at Developer's sole risk and expense.
- b) Developer is solely responsible for complying with any applicable law (e.g. medical device regulations and laws of the country of development and use) when developing or using own Frontier Research Applications (e.g. use for Research Use only or according to EU MDR 2017/745 Article 5, Paragraph 5).

c) Any IPR related to Frontier Research Applications shall remain with Developer.

## 6.2 Submission

- a) Siemens Healthineers offers the Digital Marketplace for distribution of Developer's Frontier Research Applications within the Frontier Developer Community. Developer may apply for submission, however, it is at Siemens Healthineers' sole discretion whether to accept such submission or not. Furthermore, any availability of Developer's Frontier Research Applications at the Digital Marketplace stays at sole discretion of Siemens Healthineers. Developer acknowledges that by making a submission or by enabling distribution of its Frontier Research Application through the Digital Marketplace, Developer shall not be entitled to any compensation from Siemens Healthineers. Developer also acknowledges that distribution via the Digital Marketplace is for Research Use only.
- b) Developer shall comply with the following prerequisites that apply to the submission of any Frontier Research Application to Siemens Healthineers:
- (i) Developer shall have performed a state-of-the-art malware check.
  - (ii) Developer shall have ensured that the Frontier Research Application does not contain any personal data as defined in the applicable law.
  - (iii) Developer shall have ensured that the submitted Frontier Research Application is free from third party rights and Developer shall indemnify Siemens Healthineers and its Affiliates against any claims, damages and costs (including reasonable legal fees) arising out of any breach of this assurance.
  - (iv) If Siemens Healthineers becomes aware or has reasons to believe that there is a deficiency in the submitted Frontier Research Application, Siemens Healthineers may – but is not obliged to – conduct a suitable investigation of such deficiency and request Developer to correct it.
  - (v) Developer shall provide all mandatory information regarding its Frontier Research Applications, including, but not limited to, its intended use, logo, description and contact person with sufficient skills to answer questions. Developer undertakes not to promote its Frontier Research Application as suitable for clinical use in any way. This shall apply in particular for the description of its intended use.
  - (vi) Developer shall inform Participants (e.g. in Developer's terms and conditions) that any availability of Developer's Frontier Research Applications at the Digital Marketplace stays on sole discretion of Siemens Healthineers.
  - (vii) Developer acknowledges and agrees that (i) Siemens Healthineers is only offering Developer the opportunity to license its Frontier Research Applications to Participants through the Digital Marketplace, (ii) Developer shall enter into a separate license agreement with Participants for use of its Frontier Research Applications in its own name and on its own account; Siemens Healthineers shall not be contractual partner of any third party in this case, even if Developer engages Siemens Healthineers as a subcontractor for the performance of certain tasks, (iii) Developer shall be named on the Digital Marketplace as the developer and licensor of its Frontier Research Applications and (iv) Developer itself shall at all times clearly communicate to the third parties using its Frontier Research Applications that this software is licensed solely by Developer.

## 7. Feedback

Developer grants Siemens Healthineers the worldwide, perpetual, irrevocable, transferable, exclusive, sublicensable and royalty-free license to use any suggestion, recommendation, feature request or other feedback related to the Frontier Developer Portal and the submission of Frontier Research Applications to the Digital Marketplace, and to incorporate into or otherwise use any such feedback, e.g. at 'Siemens Healthineers User Forum' in connection with the Frontier Developer Portal, or any other products or services.

## 8. Breach

In case of breach of any of these Terms or any obligation arising out of or in connection with this agreement, Developer shall be liable towards Siemens Healthineers for any loss or damage and shall defend and hold Siemens Healthineers and its Affiliates harmless from and against any claim of any third party (to include any administration, government or authority).

## 9. Term and Termination

- 9.1 Developer's subscription to the Frontier Developer Portal shall be in effect for an initial term of one (1) year and shall automatically renew for additional renewal terms of one (1) year (each), unless either party provides the other party with three (3) months' prior written termination notice, in which case the subscription shall expire at the end of the initial term (or a renewal term, as applicable).
- 9.2 The subscription may be terminated by either party with immediate effect if the other party breaches these Terms and if such breach has not been cured or a plan to cure such breach has not been mutually agreed within sixty (60) calendar days after the date of notice from the non-defaulting party to the defaulting-party. For the avoidance of doubt, Developer's failure to make payments for the access and use of the Frontier Developer Portal qualifies as a breach of these terms.
- 9.3 Upon termination of the subscription, any right to access and use the Frontier Developer Portal shall terminate and Developer shall cease using the Frontier Developer Portal and downloaded development tools. Siemens Healthineers is in all cases entitled to prevent further access and use by Developer by means of suitable technical measures.
- 9.4 The provisions which by their nature or content are intended to survive shall continue to apply after termination.

## 10. Modification of these Terms

- 10.1 Siemens Healthineers may modify these Terms at any time by providing a revised version of the Terms ("**Revised Terms**") in accordance with the following section.
- 10.2 Siemens Healthineers will inform Developer of such Revised Terms at least six (6) weeks prior to their effectiveness by presenting a pop-up or providing a notice on the 'Siemens Healthineers User Forum'. In case Developer does not agree with the Revised Terms, Developer shall cease using the Frontier Developer Portal and delete downloaded development tools.

## 11. Applicable Law and Arbitration

11.1 This agreement is governed by German law, excluding the principles of conflicts of laws and the UN Convention on the Sale of Goods.

11.2 All disputes arising out of or in connection with this agreement, including any question regarding the termination or any subsequent amendment of the agreement, shall be finally settled in accordance with the 'Rules of the German Institution of Arbitration' (DIS). The seat of arbitration shall be Munich, Germany. The language to be used in the arbitration proceeding shall be English. If the value of the total matter in dispute, including the value of any counterclaims, is less than € one (1) million, the 'Rules for Expedited Proceedings' (Annex 4 DIS Rules) shall apply additionally, and the arbitral tribunal shall consist of one (1) arbitrator. In cases not subject to the 'Rules for Expedited Proceedings', the arbitral tribunal shall consist of three (3) arbitrators. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s). Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner, and upon such terms as the arbitral tribunal considers appropriate. Nothing in this section shall limit the right of the parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction or arbitral tribunal.

## 12. Miscellaneous

12.1 The fulfillment of this agreement is subject to the proviso that required export licenses have been granted and that there are no other impediments arising from German or other export regulations.

12.2 The legal invalidity of one or more provisions of this agreement shall not affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to be obligated to further adhere to this agreement.

- Annex: Siemens Healthineers Data Processing Agreement according to Article 28 GDPR



## Siemens Healthineers Data Processing Agreement according to Article 28 GDPR (DPA)

This DPA supplements and specifies the data protection obligations of the main contract concluded between the parties. This DPA applies to all activities related to the main contract in which employees of Siemens Healthineers or third parties contracted by Siemens Healthineers process personal data of the Customer or his clients.

### Interpretation

Where this DPA uses the terms defined in the GDPR, those terms shall have the same meaning as in the GDPR.

This DPA shall be read and interpreted in the light of the provisions of the GDPR.

This DPA shall not be interpreted in a way that runs counter to the rights and obligations provided for in the GDPR or in a way that prejudices the fundamental rights or freedoms of the data subjects

### Art. 1 Subject-matter, nature, purpose, purpose limitation and duration of the processing

- (1) This DPA supplements the main contract concluded between the parties. It applies to the processing of personal data by Siemens Healthineers (the "Processor") on behalf of the Customer (the "Controller") under the main contract and sets out the data protection obligations of the parties. The specific description of the subject matter, nature, purpose and duration of Siemens Healthineers' processing of personal data by Siemens Healthineers for the Customer is contained in the existing and future main contracts.
- (2) Nature and purpose of the processing: Siemens Healthineers processes personal data to the extent necessary to provide the services specified and agreed to in the main contract. Siemens Healthineers must not process the personal data for other purposes.
- (3) Siemens Healthineers and the Customer are each responsible for their own compliance with the applicable data protection law. The Customer is solely responsible for the means by which the Customer acquired the personal data, and the Customer shall only disclose personal data to Siemens Healthineers for which a legal authorization is given and for which the Customer has a legal right of processing.
- (4) The duration of the processing corresponds to the term of the main contract.

### Art. 2 Type of personal data and categories of data subjects

Depending on the provisions of the main contract, the categories of data subjects whose personal data are processed are in particular employees, patients, contact persons of the Customer and contractual partners of the Customer. The types of personal data included in the processing are in particular contact information, identifiers, location data, financial data and sensitive data such as health information, genetic data, biometric data.

### Art. 3 Instructions

- (1) Siemens Healthineers processes personal data only on the basis of the Customer's documented instructions. This DPA and the main contract are the Customer's complete and final documented instructions to Siemens Healthineers for the processing of personal data.
- (2) Any additional or alternate instructions must be issued by the Customer in writing and are binding only upon written acknowledgement by Siemens Healthineers. Siemens Healthineers shall inform the Customer if, in Siemens Healthineers' opinion, instructions given by the Customer infringe the GDPR or the data protection provisions applicable to Siemens Healthineers as data processor. Siemens Healthineers is under no obligation to

conduct a comprehensive legal review or to follow instructions prohibited by law.

- (3) The Customer shall bear all additional costs incurred by Siemens Healthineers as a result of an additional or alternate instruction, unless the instruction is necessary to comply with statutory requirements applicable to Siemens Healthineers.

### Art. 4 Confidentiality

Siemens Healthineers shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the main contract. Siemens Healthineers ensures that persons authorized to process the personal data received have committed themselves to continuing confidentiality or are under an appropriate statutory obligation of confidentiality.

### Art. 5 Security of processing

- (1) Siemens Healthineers shall take all measures required pursuant to Article 32 GDPR.
- (2) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed, Siemens Healthineers shall implement technical and organizational measures as set out in Attachment TOM.
- (3) The Customer and Siemens Healthineers agree that the implementation of the technical and organizational measures described in Attachment TOM ensures an appropriate level of security in accordance with the GDPR and provides sufficient safeguards for the protection of the rights of the data subject.
- (4) The technical and organizational measures described in Attachment TOM are subject to technical progress and further development and may be adjusted by Siemens Healthineers if appropriate, provided such adjustment does not result in a lower level of protection than that set forth in Attachment TOM.

### Art. 6 Sub-processors

- (1) Siemens Healthineers shall not subcontract any of its processing activities performed without the prior authorization of the Customer. Where Siemens Healthineers subcontracts its processing activities with the authorization of the Customer, sub-processors are only allowed to process personal data for the purpose of carrying out the activities for which such personal data have been provided to Siemens Healthineers and are prohibited from processing personal data for other purposes.

Any sub-processor shall be engaged by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on Siemens Healthineers in accordance with this DPA, in particular such contract shall provide sufficient safeguards to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR, ensure the protection of

the rights of the data subjects concerned, maintain a record of data transfers and document suitable safeguards. At the Customer's request, Siemens Healthineers shall provide a copy of such a sub-processor agreement and any subsequent amendments to the Customer. To the extent necessary to protect business secrets or other confidential information, including personal data, Siemens Healthineers may redact the text of the agreement prior to sharing the copy.

- (2) A list of sub-processors is available at <https://fleet.siemens-healthineers.com/welcome>. Siemens Healthineers reserves the right to update this URL from time to time. Siemens Healthineers has the Customer's general authorization for the engagement of the listed companies as sub-processors

The Customer shall subscribe to this Siemens Healthineers' website to receive the information regarding sub-processors and for any intended changes of that list through the addition or replacement of sub-processors. Siemens Healthineers is responsible for gathering the relevant information from sub-processors and keeping this list up to date.

The engagement or replacement of an additional sub-processor shall be deemed approved if Siemens Healthineers informs the Customer in advance thereof and the Customer raises no objection to Siemens Healthineers in writing, including in electronic form, within 30 days following such information.

- (3) If the Customer objects, the Customer shall notify Siemens Healthineers in detail about the reasons for the objection.

Following an objection, Siemens Healthineers may at its discretion

- a. propose another sub-processor in place of the rejected sub-processor; or
- b. take steps to address the concerns raised by the Customer which remove the Customer's objection.

- (4) If the options as per this Article 6 (4) a. and b. are reasonably not available or the objection has not been removed otherwise, Siemens Healthineers may terminate the main contract in full or in part without notice, e.g. if the Customer's objection makes it considerably more difficult or impossible for Siemens Healthineers to perform its contractual obligations.

- (5) Any agreements on response times or availability will be suspended and any claims in this regard for damages in lieu of performance, for delay or for any agreed liquidated damages or contractual penalties regarding Siemens Healthineers do not apply from the planned start date of the objected to sub-processor onwards. If Siemens Healthineers' performance obligations are terminated in part, the remuneration for the services unaffected by the partial termination shall be determined in accordance with Siemens Healthineers' standard list prices applicable to such services at Siemens Healthineers.

- (6) Where a sub-processor fails to meet its data protection obligations, Siemens Healthineers shall – in accordance with the provisions on liability in the main contract – remain fully liable to the Customer for the performance of the sub-processor's obligations. Siemens Healthineers shall not be liable for damages and claims arising from the Customer's additional or alternate instructions as per Article 3 (2) of this DPA.

- (7) In case a sub-processor in a third country (outside the EU/EEA) is engaged, data transfer mechanisms compliant with Articles 44 et seq. GDPR shall be used.

- (8) The Customer agrees that where a sub-processor is engaged in accordance with this Article 6 for carrying out specific processing activities (on behalf of the Customer) and those processing activities involve a transfer of personal data within the meaning of Articles 44 et seq. GDPR, compliance with Articles 44 et seq. GDPR can be ensured either by using standard data protection clauses adopted by the Commission in accordance with Article 46 (2) GDPR, provided the conditions for the use of those standard data protection clauses are met or by using other appropriate safeguards pursuant to Article 46 GDPR.

## Art. 7 Assistance

- (1) Taking into account the nature of the processing as described in the main contract and this DPA, Siemens Healthineers will assist the Customer upon request and at the Customer's expense by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Articles 12 to 23 GDPR.

- (2) Siemens Healthineers shall inform the Customer without undue delay about requests from data subjects to exercise their rights as per Articles 12 to 23 GDPR, in particular with regard to the right of access to personal data, right to rectification, right to erasure ('right to be forgotten'), right to restriction of processing, right to data portability, right to object or the right not to be subject to an automated individual decision-making.

- (3) Taking into account the nature of the processing as described in the main contract and this DPA and the information available at Siemens Healthineers, Siemens Healthineers shall assist the Customer at the Customer's expense in ensuring Customer's own compliance with the obligations pursuant to

- a. Articles 32 GDPR (security of processing);
- b. Article 33 GDPR (notification of personal data breach to the supervisory authority);

In the event of a personal data breach concerning personal data processed by Siemens Healthineers, Siemens Healthineers shall notify the Customer without undue delay after Siemens Healthineers having become aware of the breach. Such notification shall contain, at least:

- i. a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- ii. the details of a contact point where more information concerning the personal data breach can be obtained;
- iii. its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- c. Article 34 GDPR (communication of a personal data breach to the data subject);
- d. Article 35 GDPR (data protection impact assessment); and
- e. Article 36 GDPR (prior consultation).

- (4) If the Customer requires assistance, the Customer may contact the Office of the Siemens Healthineers Data Privacy Officer at [dataprivacy.func@siemens-healthineers.com](mailto:dataprivacy.func@siemens-healthineers.com).

**Art. 8 Deletion**

At the choice of the Customer all personal data of the Customer are to be deleted or returned after the end of the provision of services relating to processing. Customer hereby instructs Siemens Healthineers to delete all personal data of the Customer after the end of the provision of services relating to processing and to delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted, Siemens Healthineers shall continue to ensure compliance with this DPA.

**Art. 9 Information and audit rights**

- (1) With regard to the processing under the main contract, Siemens Healthineers shall upon the Customer's written request make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR.
- (2) Siemens Healthineers shall allow for and contribute to Customer audits, including inspections ("Audits"), with regard to the processing under the main contract to demonstrate compliance with the obligations laid down in Article 28 GDPR. These Audits may also be conducted by an independent third party auditor mandated by the Customer, provided that this auditor is acceptable for Siemens Healthineers and bound by confidentiality obligation no less restrictive than those applicable to the Customer under the main contract. The Customer shall request an Audit with reasonable prior notice to Siemens Healthineers. Prior to an Audit, the parties shall mutually agree on the scope, timing, and duration of the audit. The Customer shall reimburse Siemens Healthineers for any services incurred by Siemens Healthineers with regard to the Audit at the then current Siemens Healthineers service rates, which shall be made available to the Customer upon request.
- (3) The Customer shall promptly provide a written report to Siemens Healthineers containing a confidential summary of the scope and results of the Audit. Irrespective hereof, Siemens Healthineers is entitled to use the report for its own purposes.

## Siemens Healthineers Data Processing Agreement according to Article 28 GDPR (DPA)

Attachment TOM:

Technical and Organizational Measures ("TOM") Siemens Healthineers

1. Pseudonymization and Encryption of Personal Data
 

Siemens Healthineers separates personal data from the processed data so that it is not possible to link the processed data to an identified or identifiable person without additional information that is stored separately and securely. Siemens Healthineers encrypts personal data with symmetric or asymmetric keys.
2. Confidentiality, Integrity, Availability and Resilience of Systems and Services
  - a) Siemens Healthineers ensures confidentiality and integrity by taking the following measures:
 

**Access control:**  
Siemens Healthineers protects its buildings with appropriate access control systems based on a security classification of the buildings and an appropriately defined access authorization concept. All buildings are secured by access control measures using a card reader system. Depending on the security category, property, buildings or individual areas are secured by additional measures. These include special access profiles, biometrics, pin pads, DES dongles, separation locks, video surveillance and security personnel. Access rights for authorized persons are granted individually according to defined criteria. This also applies to external persons.

**System access control:**  
Access to data processing systems is only granted to authenticated users based on a role-based authorization concept using the following measures: Data encryption, individualized password assignment (at least 8 characters, regularly automatic expiration), employee ID cards with PKI encryption, password-protected screen savers in case of inactivity, intrusion detection systems and intrusion-prevention systems, regularly updated antivirus and spyware filters in the network and on the individual PCs and mobile devices.

**Data access control:**  
Access to personal data is granted on the basis of a role-based authorization concept. A user management system has been set up, which maps the user database with their respective authorizations and is available centrally in the network for retrieval by requesting data processing systems. Furthermore, data encryption prevents unauthorized access to personal data.

**Data transmission control:**  
Siemens Healthineers secures electronic communication channels by setting up closed networks and data encryption procedures. If a physical data carrier transport takes place, verifiable transport processes are implemented that prevent unauthorized data access or logical loss. Data carriers are disposed of in accordance with data protection regulations.
  - b) Siemens Healthineers ensures systems and services constant availability and reliability by taking the following measures:  
Siemens Healthineers ensures availability and resilience of systems and services by isolating critical IT and network components, by providing adequate backup and redundancy systems, using power redundancy systems, and regularly testing of systems and services. Test and live systems are kept completely separated.
3. Availability and Access to Personal Data in the Event of an Incident
 

Siemens Healthineers shall restore the availability of and access to personal data in the event of a physical or technical incident by taking the following measures:  
Siemens Healthineers stores personal data in RAID systems and integrates redundant systems according to security marking. Siemens Healthineers uses systems for uninterruptible power supplies (e. g. UPS, batteries, generators) to secure the power supply in the data centers.  
Databases or data centers are mirrored in different physical locations.  
A comprehensive written emergency plan is available. Emergency processes and systems are regularly reviewed.
4. Control Procedures to ensure the Safety of Processing
 

Siemens Healthineers maintains a control procedure based on a risk-management-based approach, taking into account the basic IT protection catalogues of the Federal Office for Information Security (BSI) and ISO/IEC 27001 requirements for the regular review, assessment and evaluation of the effectiveness of technical and organizational measures to ensure security of processing. This ensures the protection of relevant information, applications (including quality and safety test methods), operating environments (e. g. by network monitoring against harmful effects) and the technical implementation of protection concepts (e. g. by means of vulnerability analyses). By systematically detecting and eliminating weak points, the protective measures are continuously questioned and improved.
5. Personnel Measures
 

Siemens Healthineers issues written work instructions and regularly trains personnel who have access to personal data to ensure that personal data is only processed in accordance with the law, this DPA and associated instructions of the Customer, including the technical and organizational measures described herein.