# REMOTE MAINTENANCE SERVICE – TERMS AND CONDITIONS

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Shanghai United Imaging Healthcare Co., Ltd., its subsidiaries, or authorized distributors (hereinafter collectively referred to as "**Service Provider**" or "**UIH**") have entered into a Sales Contract, Supply Contract and/or Maintenance Service Contract (hereinafter collectively referred to as the "**Sales and Maintenance Contract**") for UIH medical products with the Customer. All remote services related to equipment, facilities, software, or hardware (hereinafter referred to as the "**Customer Equipment**") provided under the Sales and Maintenance Contract shall be governed by this "Remote Maintenance Service Terms and Conditions" (hereinafter referred to as the "**Terms and Conditions**"). In the event of any conflict between the terms of these Terms and Conditions and the Sales and Maintenance Contract, the terms of these Terms and Conditions shall prevail. Service Provider and the Customer are each hereinafter also referred to respectively as "**Party**" and collectively as "**Parties**".

These Terms and Conditions specify the terms and conditions that the Customer must comply with when using the remote maintenance services provided by the Service Provider. The Customer is requested to read all terms of these Terms and Conditions carefully and to fully understand them before using the remote maintenance services. Particular attention should be paid to clauses that significantly affect the Customer's rights and interests, such as disclaimers and limitations of liability. Such clauses are highlighted in bold text for emphasis.

The Customer agrees to be bound by these Terms and Conditions by either: (i) accepting or signing any Sales and Maintenance Contract that references these Terms and Conditions, or (ii) using the Remote Maintenance Services. If the Customer does not agree to these Terms and Conditions, the Customer shall not commence using the Remote Maintenance Services. If an individual accepts these Terms and Conditions on behalf of a company or other legal entity, that individual represents and warrants that they have the full authority to bind such entity to these Terms and Conditions. In such a case, the term "Customer" shall refer to that entity. If the individual accepting these Terms and Conditions lacks the necessary authority or does not agree to these Terms and Conditions, that individual must neither accept these Terms and Conditions nor use the Remote Maintenance Services.

UIH reserves the right to formulate and update these Terms and Conditions as necessary. The Customer shall review and confirm any such changes in a timely manner. In the event of an update, the Service Provider will notify the Customer of the amended terms or agreement and request the Customer's acceptance. The Customer shall diligently review the corresponding updates. Following the publication of an update, the Customer's failure to raise a specific objection in a timely manner, or the Customer's acceptance or continued use of the services, shall be deemed as the Customer's acceptance of and agreement to these updates. If the Customer has any questions regarding the content of these Terms and Conditions, please contact UIH for clarification.

**Recitals**
Whereas:
(1) The Customer has purchased and is using medical equipment/devices manufactured by UIH. Pursuant to the Sales and Maintenance Contract and/or other contractual arrangements entered into between the Parties, the Service Provider is obligated to provide maintenance services for the aforementioned equipment (the "UIH Maintenance Obligations");
(2) The Service Provider may provide certain maintenance services to the Customer through remote assistance, and the Customer has the discretion to decide whether to accept such remote services;
(3) The Customer intends to accept the remote services provided by the Service Provider.

NOW, THEREFORE, in accordance with applicable laws and regulations, the Parties hereby enter into the following agreement regarding the provision of remote maintenance service:

## 1. Services

1.1 The Customer agrees that UIH may provide certain maintenance services for the Equipment through remote services.

1.2 **Services Scope**

Service Provider provides the service of remotely assisting the Customer to identify issues and repair and/or maintain the Customer Equipment (collectively referred to "**Services**") in accordance with the terms and conditions as stipulated hereunder. The specification of Services shall be set out in **Appendix 1**. The Services shall consist solely of the functions expressly specified in these Terms and Conditions.

1.3 **Supported Customer Equipment**

The Supported Customer Equipment are:
the Customer Equipment; and any modification or update which is acquired by the Customer from UIH.

1.4 **Service Term**

From the date of the Customer's acceptance of these Terms and Conditions and continuing until the expiration date of any warranty period that UIH is obligated to provide under any legal documents entered by and between the parties in connection with the sale of products or services, including but not limited to the Sales and Maintenance Contract.

1.5 **Change of Services**

During the Service Term (as set out in the section 1.4), UIH may, at its sole discretion, modify, add or remove any feature of the Services from time to time without prior notice provided that this does not materially affect the level of Services. The Customer's use of the Services after the acceptance date of any such change without any objection constitutes its acceptance of the changed Services and these Terms and Conditions.

1.6 **UIH Facilities**

For the purpose of providing the Services, the Customer acknowledges and agrees that Service Provider may provide the Customer with certain hardware facilities or equipment ("**UIH Facilities**", as set out in **Appendix 1**), which will be installed and operated at the Customer's premise. Notwithstanding anything to the contrary herein, UIH retains all rights, title, and ownership of the UIH Facilities at all times. Customer acknowledges that installing and operating such UIH Facilities may be a prerequisite for Service Provider to perform the Services.

1.7 **Remote Service**

The remote service function establishes a data connection (e.g., via the Internet or wireless carriers) between the Customer's IT system, or parts thereof, and the Service Provider's remote service system. In certain countries and regions, the Service Provider's remote service system may be deployed on public clouds provided by local cloud service providers. The Customer acknowledges and authorizes that necessary data or information transmissions may occur during the use of these services, and shall provide and maintain appropriate and fully functional network and hardware conditions meeting UIH's reasonable requirements for the provision of the Services.

1.8 **Remote Service Connection and Remote Assistant**

The Customer agrees that the Service Provider may remotely connect to or access the Customer's equipment where necessary for the provision of the Services. Prior to each such remote connection or

access, the Customer will receive a separate notification, and the action will only proceed with the Customer's explicit consent.

1.9 **Remote Upgrade**

System updates and/or upgrades for the Customer Equipment may be uploaded by UIH and initiated and installed by the Customer. When updates and/or upgrades are available, the Customer will receive a system message or notification and can either proceed or reject the update. In some cases, the updates and/or upgrades must be performed immediately for security reasons, and to avoid system failures, the Customer acknowledges and agrees that the Service Provider shall not be responsible for any negative consequences caused by the Customer's rejection of the aforementioned updates/upgrades.

1.10 **Virus Database Upgrade**

To enhance the cybersecurity protection capabilities of the Customer Equipment, the Service Provider is authorized to regularly deploy silent upgrades to the virus database.

## 2. The Customer's Obligations

2.1 **Cooperation and Supportability**

(1) Service Provider's ability to deliver the Services depends upon the Customer's full and timely cooperation as well as the accuracy and completeness of any information that may be required to be provided by the Customer.

(2) The Customer must, at its sole cost and expense, have eligible Customer Equipment and conditions that meet the applicable Minimum Requirements for supportability required by UIH and as defined in these Terms and Conditions in **Appendix 1**. Service Provider reserves the right to suspend or cancel the Services due to problems with the Customer Equipment, or for any other reason beyond Service Provider's control that makes providing the Services impossible or impractical without assuming any liability.

(3) The Customer must not use the Services in any way that could harm UIH, its affiliates or any other Service Provider or any computer network or system or impair anyone else's use thereof. The Customer shall not use the Services to gain or try to gain unauthorized access to any service, data, account or network operated by UIH by any means.

2.2 **Data Backup and Storage**

(1) The Customer is solely responsible for the backup of any and all data, text, software, information or other materials which Customer collected, generated, created or processed and which is stored on the Customer Equipment, including all disks and drives, or other associated devices (collectively, "Customer Data") before receiving the Services.

(2) The Customer further understands and agrees that Service Provider may need to transfer certain Customer Data stored on the Customer Equipment, to third-party service providers UIH uses to store data in a cloud server in order to perform the Services.

(3) UIH shall use reasonable efforts to implement appropriate technical safeguards during the provision of the Services to protect the security of the Customer Data. However, the Customer understands and acknowledges that UIH cannot guarantee that the use of the Services will be free from any risk.

2.3 **Due Care**

(1) The Customer shall take care of the UIH Facilities and the Licensed Materials provided by UIH and prevent any abuse. The Customer shall not alter or modify the UIH Facilities and the Licensed Materials or any software incorporated therein, and shall be liable for any damages to the UIH Facilities and the Licensed Materials from misuse, neglect, or abuse. Further, the Licensed Materials shall only be maintained at the location in conjunction with the UIH Facilities specified in **Appendix 1** unless UIH has given its prior written consent to move the Licensed Materials to another location.

(2) The Customer further agrees to take all necessary steps to ensure that UIH Facilities and all Licensed

Materials shall:

(i) be clearly marked as the property of UIH and be kept separate or identifiable from other materials, tools or property of the Customer;
(ii) remain personal property, and not become a fixture to any of Customer's real property;
(iii) be subject to inspection by UIH at any time upon reasonable advance notice;
(iv) not be transferred without UIH's prior written consent and will be kept free of any liens, charges, pledges, adverse claims, security interests, set-offs or other encumbrances; and
(v) not be represented to third parties as the property of the Customer.

## 3. Risk of Loss

3.1 The risk of loss, theft, or damage to the UIH Facilities and Licensed Materials shall pass to the Customer upon their delivery to the Customer's designated location and acceptance by the Customer. The Customer shall be responsible for the aforementioned risks at all times during the term when the UIH Facilities and Licensed Materials are under the possession, custody or control of the Customer until they are returned to and received by UIH.

3.2 The Customer shall give immediate written notice to Service Provider in the event of any loss, accident or damage to the UIH Facilities or Licensed Materials. The Customer acknowledges that Service Provider shall not be responsible for any loss, theft, damage or destruction and undertakes to indemnify Service Provider on demand against the same and all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure of the Customer to comply with these Terms and Conditions.

## 4. Term and Termination

4.1 These Terms and Conditions will become effective on the date of the Customer's acceptance. Unless earlier terminated, these Terms and Conditions will remain in full force till the end of the Service Term set forth in the section 1.4.

4.2 Notwithstanding the foregoing, Service Provider may, without assuming any liability, immediately terminate these Terms and Conditions without notice period if Service Provider determines that the Customer has created unacceptable risk, abused or misused the Services or Service Provider has reasonable grounds to believe that it may suffer a loss or other damage if these Terms and Conditions are not terminated.

4.3 In the event of termination of these Terms and Conditions for any reason, Service Provider will cease to provide any Services upon termination. In case the Customer desires the provision of Services after the termination of these Terms and Conditions, the Parties shall negotiate and enter into a written agreement separately.

4.4 Upon termination of these Terms and Conditions, the Customer shall return the UIH Facilities to Service Provider, at the Customer's expense and risk of loss, in the same condition as at the time of delivery, and the license granted under these Terms and Conditions shall automatically terminate. The Customer must ship back the UIH Facilities within **ten (10)** business days after these Terms and Conditions are terminated. Shipping must be administered via a carrier with tracking ability and products must be fully insured at the value of the Products. Service Provider may impose charges or claim compensation if the Customer fails to return the UIH Facilities in such condition or within the return time frame agreed upon.

## 5. Network Security and Data Protection

5.1 The Customer understands and agrees that, in the course of providing the Services, UIH may collect, store, view, use, have access to, analyze, transfer, download, or delete(collectively, "Process" or

"Processing") certain categories of data, including (i) technical and operational data, such as system- or hardware-related identifiers, device serial numbers, configuration data, log files, performance data, error reports, software and firmware information, and information relating to the Customer Equipment, computers, systems, applications and peripheral devices ("Technical Data"); and (ii) personal data, to the extent applicable. Each Party shall comply with all applicable data protection, privacy, cybersecurity and data security laws and regulations in the jurisdictions where the Services are provided or the data is processed, including, where applicable, Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR").

5.2 The Customer authorizes the Service Provider to Process Technical Data to the extent necessary for the provision, maintenance and improvement of the Services, including for the purposes of diagnostics, troubleshooting, repair and maintenance of the Customer Equipment, provision of technical support and other after-sales services, and verification of compliance with these Terms and Conditions. Such Technical Data does not, by itself, identify an individual and may be processed by UIH as part of its normal service operations.

5.3 To the extent that personal data is processed in connection with the Services, the Customer shall remain the data controller or equivalent role under applicable law and shall ensure that a valid legal basis exists for such processing. The Service Provider shall act as data processor or equivalent role and shall process personal data solely in accordance with the Customer's documented instructions, within the scope and duration of these Terms and Conditions and for the purpose of performing the Services.

5.4 Regarding the Customer data processing activities conducted by the Service Provider for the purpose of performing these Terms and Conditions, the Customer agrees that the Data Processing Agreement attached as **Appendix** 2 shall apply, which shall govern the specific processing activities, security measures, cross-border data transfers and related obligations. The Parties acknowledge that the attached DPA may not expressly address all applicable local data protection requirements, and where local laws have specific provisions, the DPA shall be interpreted and applied in a manner that gives effect to the corresponding requirements of such applicable laws. To the extent any provision of the DPA conflicts with mandatory requirements of applicable local law, such mandatory local law shall prevail to the extent of the conflict.

5.5 Without derogating from the foregoing, the Customer acknowledges and agrees that Service Provider may Process medical image data which is necessary for the performance of these Terms and Conditions, and the medical image data will be de-identified into a state in which it is practically impossible to identify any patient. Such processing shall be carried out only upon the Customer's explicit authorization or instruction, including through service requests, system authorizations or activation of the Remote Services. To the extent Service Provider has access to personal data, such access will likely be incidental in the process of performing the obligations hereunder, and Customer will remain the data controller or equivalent role for the data under the GDPR and any other applicable privacy laws.

5.6 The Parties hereby agree that, given the pace at which technologies develop and the security vulnerabilities inherent to online technologies, the risk of cybersecurity and personal data breaches cannot be fully guarded against. Both Parties shall implement appropriate and reasonable security measures to prevent and mitigate the risk of loss of, damage to, or unauthorized access to any personal data and the risk of cybersecurity breaches where such risks are or should have been reasonably foreseeable and steps could have been taken to mitigate the risk thereof. To enable Service Provider to effectively take the above measures, the Customer shall promptly provide Service Provider with all permissions, licenses and information that are necessary or are requested by Service Provider (acting reasonably).

5.7 In case of any suspected or actual network security, cybersecurity breach or related vulnerability in relation to or in connection with the Services and/or the Customer Equipment, the party discovering the incident shall inform the other party of such breach or vulnerability immediately and in any event no later than forty-eight (48) hours after the commencement of such breach or vulnerability, and shall comply with any notification obligations provided for in applicable data protection and cybersecurity laws. If the assistance requested by the Customer from the Service Provider exceeds the reasonable scope specified in these Terms and Conditions, the associated costs shall be borne by the Customer.

5.8 Each Party shall be responsible for any losses, claims, investigations, proceedings, damages or costs arising from its failure to comply with this Section 5 or applicable data protection and cybersecurity laws, and shall indemnify and hold harmless the other Party to the extent permitted by applicable law.

## 6. Intellectual Property Rights

6.1 All intellectual property rights in the deliverables shall belong to UIH, and the Customer shall have no rights in respect of any of the deliverables except as expressly granted under these Terms and Conditions without the prior written consent of UIH (such consent not to be unreasonably withheld or delayed).

6.2 UIH may at any time assign, novate, charge, subcontract or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions, provided it gives written notice to the Customer.

6.3 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## 7. No Warranty, Limitation of Remedies, and Limitation of Liability

7.1 THE CUSTOMER UNDERSTANDS AND AGREES THAT, UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF THE SERVICE PROVIDER TO THE CUSTOMER EXCEED THE CUSTOMER'S DIRECT LOSSES, AND ONLY TO THE EXTENT THAT SUCH LOSSES ARE ACTUALLY INCURRED. THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SYSTEM DAMAGE, DATA LOSS OR CORRUPTION, LOSS OF PROFITS OR REVENUE, LOSS OF BUSINESS OR REPUTATION, BUSINESS INTERRUPTION, AND/OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DERIVATIVE, OR PUNITIVE DAMAGES BEYOND DIRECT LOSSES. THE MAXIMUM AGGREGATE LIABILITY OF THE SERVICE PROVIDER UNDER THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE CUSTOMER TO THE SERVICE PROVIDER FOR THE SERVICES IN THE PRECEDING CALENDAR YEAR.

7.2 THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSSES ARISING FROM: (1) INHERENT DEFECTS IN THE CUSTOMER'S EQUIPMENT, FAILURES OF SOFTWARE OR HARDWARE NOT PROVIDED BY THE SERVICE PROVIDER, OR ISSUES WITH THE CUSTOMER'S NETWORK ENVIRONMENT; OR (2) LOSSES CAUSED BY THE CUSTOMER'S ACTIONS, INCLUDING BUT NOT LIMITED TO IMPROPER OPERATION OR ERRORS BY THE CUSTOMER'S PERSONNEL.

## 8. Governing Law and Dispute Resolution

8.1 These Terms and Conditions shall in all respects (including its validity, interpretation, implementation, termination and enforcement) be governed by the laws of the People’s Republic of China without regard to conflict of laws and excluding the laws of Hong Kong, Macao, and Taiwan.

8.2 Any disputes arising out of these Terms and Conditions shall first be negotiated in good faith by senior representatives of the Parties, and in the absence of a settlement being reached, shall be finally settled

under the Arbitration Rules of the Shanghai International Arbitration Center ("SHIAC") in China ("**Rules**") in force on the date of commencement of the proceeding by an arbitrator or arbitrators appointed in accordance with the said Rules. The seat of Arbitration shall be Shanghai and the arbitration shall be conducted in English. The arbitration award shall be final and binding upon the parties. All costs of arbitration (including but not limited to arbitration fees, costs of arbitrators, and legal fees and disbursements) shall be borne by the losing party unless otherwise determined by the arbitration tribunal.

## 9. MISCELLANEOUS

9.1 The headings of the clauses in these Terms and Conditions are for convenience of reference only and shall not be used in the interpretation or construction of these Terms and Conditions.

9.2 If any provision of these Terms and Conditions is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.

9.3 UIH reserves the right to assign all or part of its rights and obligations under these Terms and Conditions to any third party upon written notice to the Customer.

The Appendices below are hereby incorporated in these Terms and Conditions and shall have the same legal effect herein.

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## APPENDIX 1

**Services Specification**

1. **Customer Equipment**
   Designated products in the Sales and Maintenance Contract and/or any other document entered by and between the parties purchased and covered by the Service Modalities of the aforementioned legal document(s).

2. **Services**

- (1) Remote Service Connection (the "RSC"): In order to better carry out equipment maintenance work, timely warning, and accurate elimination of possible equipment failures, the system will monitor the data generated during the equipment operation process through the above connection. The data sent back to the Service Provider only includes equipment operation status, service logs (magnet data, water cooling data, liquid helium data, etc.), scanning volume, printing volume, disk storage volume and other data, and does not include sensitive information such as patient personal information and image information. Therefore, there is no risk of patient personal information leakage and hospital data security. Data required for system support and remote troubleshooting, such as error logs, can be downloaded during a support session, but are deleted immediately at the end of the session. The Service Provider shall not, in any other manner, download, store, communicate, or retain Customer data, especially protected patient health information, without the Customer's express consent.
- (2) uRemote Assistant (the "uRA"): Upon explicit request and authorization by the Customer's designated personnel, the Service Provider may establish a remote connection to the Customer's equipment to provide real-time technical and clinical application support. The Service Provider shall deliver remote clinical application support services via network connection, enabling its engineers to remotely operate on-site equipment at the Customer's premises, conduct remote training sessions, and assist the Customer in adding protocols or adjusting application settings. This service allows its engineers to provide real-time technical support, troubleshoot equipment issues, or optimize imaging quality remotely.
- (3)Remote Upgrade (the "RU"): When the Service Provider deems updates necessary for security or functional maintenance purposes, it may provide remote virus database and software upgrade services via network connection.

3. **Service Security and Safeguards**

- The above uRA services are only provided by the hospital's authorization and consent, and the equipment side is supervised by hospital staff synchronously. On the Service Provider side, all remote service users are limited to authorized employees of the Service Provider, and all external access shall be prohibited. Only authorized personnel can perform remote operations on authorized computers using internal LAN. Each remote service authorization will be terminated after the end of the support service, and all remote services will have usage records to maximize the security of data access.

- The Customer understands and agrees that, under the uRA service model described above, for the purpose of achieving service objectives such as equipment troubleshooting and imaging quality optimization, and upon authorization from on-site hospital personnel, the Service Provider may process general personal data of healthcare professionals, as well as general personal data and health/medical data of patients. The Service Provider shall process such data strictly in accordance with the provisions stipulated in Article 5 of these Terms and Conditions.

## 4. UIH Facilities (If Applicable)

IoT Box and associated accessories, installed at the Customer's site, if any.

## 5. Minimum Requirements

(1) The remote service application package is installed with a license.

(2) The version of the application is correct and appropriate.

(3) Network requirements: The hospital needs to provide wired network, and the network requirements are as follows

| Type | Parameter | Adaptation area | Explanation |
|---|---|---|---|
| Bandwidth | 50Mbps | All | Bandwidth used to upload to Remote Service Platform |

(4) Port requirements: The hospital network needs to open the following ports to ensure the normal use of remote devices, as follows

| Type | Parameter | Adaptation area | Explanation |
|---|---|---|---|
| Port | 8088 | All | The device retrieves information from the IOT |
| | 33536 | All | The device retrieves information from the IOT |
| | 443 | All | Upload information to Microsoft Cloud |

(5) The customer's computer meets basic resolution and operating system parameters

## APPENDIX 2 Customer Service Data Processing Agreement

### SECTION I

#### *Clause 1*

#### *Purpose and scope*

(a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(b) The Customer and Service Provider have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.

(c) These Clauses apply to the processing of personal data as specified in Annex I.

(d) Annexes I to II are an integral part of the Clauses.

(e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

#### *Clause 2*

#### *Invariability of the Clauses*

(a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

(b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

#### *Clause 3*

#### *Interpretation*

(a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

(c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

### *Clause 4*

### *Hierarchy*

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

### *Clause 5 – Optional*

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## SECTION II

## OBLIGATIONS OF THE PARTIES

### *Clause 6*

### *Description of processing(s)*

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex I.

### *Clause 7*

### *Obligations of the Parties*

#### 7.1. Instructions

(a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

(b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

#### 7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex I, unless it receives further instructions from the controller.

#### 7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex I.

#### 7.4. Security of processing

(a) The processor shall at least implement the technical and organisational measures to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data

subjects.

(b) The processor 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 contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

### 7.6. Documentation and compliance

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

(c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

(d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

### 7.7. Use of sub-processors

(a) The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

(b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The

processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

(d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

(e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

### 7.8. International transfers

(a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

(b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

## *Clause 8*

## *Assistance to the controller*

(a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

(b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions

(c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

4) the obligations in Article 32 of Regulation (EU) 2016/679.

(d) The Parties shall set out the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

## *Clause 9*

## *Notification of personal data breach*

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

### 9.1. Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

(a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

(b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:

1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

2) the likely consequences of the personal data breach;

3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures 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) in complying, pursuant to Article 34 of Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

**9.2. Data breach concerning data processed by the processor**

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

(a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

(b) the details of a contact point where more information concerning the personal data breach can be obtained;

(c) 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.

The Parties shall set out all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

## SECTION III

## FINAL PROVISIONS

### *Clause 10*

### *Non-compliance with the Clauses and termination*

(a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

(b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;

3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

(d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

## Annex I

## Description of the processing

*Categories of data subjects whose personal data is processed*

- Patients
- Healthcare professionals

*Categories of personal data processed*

- Personal health data of patients (i.e., images, heart monitor data, and medical record number)
- Personal data of patients (i.e., date of birth, gender).
- Personal data of Healthcare professionals (e.g., full name, work address, work telephone number, work fax number, work email address, work mobile phone number, job title)

*Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

Health data, such as images, heart monitor data, and medical record number

*Nature of the processing*

The processor provides services as set out in Exhibit B and Exhibit C of the "*UNITED IMAGING TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES*" and / or - as the case may be - Schedule 1 and Schedule 2 of the "END USER SERVICE CONTRACT" concluded between the controller and the processor to the controller such as regular maintenance, repair and warranty service. In order to provide these services, it may be necessary for the processor to have access to, view and/or download computer or systematic files from the products, which may contain personal data.

*Purpose(s) for which the personal data is processed on behalf of the controller*

To provide the services as defined in the section nature of the processing.

*Duration of the processing:* Continuous.

*For processing by (sub-) processors, also specify subject matter, nature and duration of the processing*

Processor may from time to time use sub-processors in connection with the above data processing; data importer will provide respective information on subject matter, nature and duration of processing for transfers to sub-processor as necessary. And the controller herewith instructs the sub-processor to:
Where the processor is unable to improve the image quality on site, the processor transfers de-identified DICOM images from its customers to the Sub-processor in China to further support with the services. Before the controller transfers the DICOM images to the sub-processor located in China, identifiers of the patient on the DICOM images, such as name, birthday etc. are removed by a de-identification tool. The de-identification is irreversible. The sub-processor then engages internal resources for the purpose of reviewing and analysing such de-identified DICOM images. The sub-processor's internal resources extract information from the DICOM images in order to support the CS Engineers to be able to adjust the customer's devices. The quality enhancement may be done by amplifying grey-scale data contrast.

## Annex II

**List of sub-processors**

EXPLANATORY NOTE:

This Annex needs to be completed in case of specific authorisation of sub-processors (Clause 7.7(a), Option 1).

**The controller has authorised the use of the following sub-processors:**

1. **Name:** Shanghai United Imaging Healthcare Co., Ltd.

**Address:** 2258 Chengbei Rd, Jiading District, Shanghai, PRC

**Contact details:** dataprivacy@united-imaging.com

**Description of the sub-processing:** Where the processor is unable to improve the image quality on site, the processor transfers de-identified DICOM images from its customers to the Sub-processor in China to further support with the services. Before the controller transfers the DICOM images to the sub-processor located in China, identifiers of the patient on the DICOM images, such as name, birthday etc. are removed by a de-identification tool. The de-identification is irreversible. The sub-processor then engages internal resources for the purpose of reviewing and analysing such de-identified DICOM images. The sub-processor's internal resources extract information from the DICOM images in order to support the CS Engineers to be able to adjust the customer's devices. The quality enhancement may be done by amplifying grey-scale data contrast.

2. **Name:** Microsoft Ireland Operations Limited (and its affiliates providing Azure Cloud Services)

**Address:** One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

**Contact details:** http://go.microsoft.com/?linkid=9846224

**Description of the sub-processing:** Provision of cloud infrastructure (Azure cloud) and related platform services used by United Imaging to deploy and operate remote service platform, through which UIH provides technical support for the modalities.