

Service Contract 服务合同

Between

Ningbo City No.6 Hospital
(hereinafter referred to as “Customer”)

宁波市第六医院
(以下简称用户)

地址：宁波市中山东路 1059 号
邮政编码：315040
电话：87996013
传真：87996013

And

Siemens Healthineers Ltd.
(hereinafter referred to as “Siemens”)
Contact Address: No. 278, Zhouzhu Road, Pudong New District, Shanghai, P.R.China
Post Code: 201318
Telephone No.: 021-3889 5000
Fax No.: 021-3889 5001

西门子医疗系统有限公司
(以下简称“西门子”)
通讯地址:上海市浦东新区周祝公路 278 号
邮 编: 201318
电 话: 021-3889 5000
传 真: 021-3889 5001

WHEREAS, Siemens has won the bid for Purchasing Medical Equipment Maintenance Service Project of Yinzhou District Health Bureau of Ningbo City (tender No. NBITCY-20193747G) (hereinafter “the Project”).

鉴于，西门子是宁波市鄞州区卫生健康局采购医疗设备维保服务项目公开招标项目（招标项目编号 NBITCY-20193747G）（以下简称“本项目”）的中标人。

WHEREAS, The Customer is the tenderee of the Project, who intends to purchase from Siemens the services as defined below for internal use and not for transfer.

鉴于，用户是本项目的招标人，希望向西门子购买本服务合同项下的服务供自用，而非转售。

Siemens undertakes to provide the Customer with the following services according to the attached Terms and General Conditions of Service Contract as well as other terms and conditions attached hereto (if any).

西门子按照所附术语解释和《服务合同总则》以及附件所列其他条款条件（如有）向用户提供以下服务：

1. Maintenance Service Coverage:

维修服务覆盖范围：

	Equipment Name 设备名称	Serial No 序列号	Contract Type 合同类型	Contract Period 合同期限
1	MAGNETOM Avanto	63044	Uptime Platinum Contract (Hours+Materials) 白金全程保证合同（工时+备件）	12 months, from Dec.15, 2019 to Dec. 14, 2020 2019年12月15日至2020年12月14日

2. Scope of Maintenance Service:

维修服务内容：

2.1 Covered by the Contract:

合同包括部分：

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Labor ▪ Spare Parts (old parts must be returned to Siemens) ▪ Cold Head (old parts must be returned to Siemens) ▪ Water Chiller ▪ Uptime Guarantee ▪ Safety Check ▪ Quality Assurance ▪ Updates ▪ Technical Telephone support 24 hours * 365 days ▪ Smart Remote Services ▪ Preventive Maintenance
(Annual Maintenance for each contract year should be performed by 2 time(s) on site service, one time class A & one time class B) ▪ Consumables for Preventive Maintenance ▪ Syngo Evolve Software Upgrade ▪ Syngo Evolve Hardware Upgrade ▪ Liquid Helium | <ul style="list-style-type: none"> ▪ 工时 ▪ 常规备件（旧件需退回西门子） ▪ 冷头(旧件需退回西门子) ▪ 外水冷机 ▪ 保证开机率 ▪ 安全检查 ▪ 质量保证 ▪ 安全升级 ▪ 24小时*365天技术电话支持 ▪ 智在远程服务 ▪ 预防性保养
(每合同年度保养通过两次现场服务完成，一次A级和一次B级) ▪ 预防性保养耗材 ▪ 新沟通软件升级 ▪ 新沟通硬件升级 ▪ 液氦 |
|---|--|

* The level will be ensured as required for normal operation of the equipment.

*液氦将保证在设备正常运行所需的水平。

2.2 Not covered by the Contract:

合同未包括部分:

- | | |
|---|----------------------------|
| ▪ Magnet Body | ▪ 磁体 |
| ▪ All OEM products (laser camera, injector, etc.) & relative labour | ▪ 其它厂家之产品（激光相机、高压注射器等）及其劳务 |
| ▪ Re-installation of the unit and parts needed during re-installation | ▪ 再安装及所需备品备件 |
| ▪ Any others not listed in the article of “covered” | ▪ 其他未列明在“包括部分”条款的内容 |

3. Training Service :

培训服务:

Siemens shall provide the Customer with the following training relating to application of medical equipment (e.g : AT, CT, MR, etc) or hospital and facility management during the contract period.

西门子在合同期内为用户提供下列关于医疗设备（例如：AX, CT, MR 等设备）应用或医院管理方面的培训。

- | | |
|--|------------------------|
| ▪ Regional Application Seminar
(one person-time during contract period) | ▪ 区域应用研讨会
(合同期内一人次) |
|--|------------------------|

4. Contract Value: RMB 650,000.00

In word: six hundred and fifty thousand Yuan Only

合同金额: 人民币 650,000.00
大写: 陆拾伍万圆整

5. Term of Payment: 100% full payment before Oct 31, 2019

付款条件: 100%合同款在 2019 年 10 月 31 日前付清.

Bank of Siemens: 西门子开户行	Beneficiary: Bank: A/C No.:	Siemens Healthineers Ltd. Deutsche Bank (China) Co., Ltd. Shanghai Branch 3549094015
	Taxpayer's ID No:	91310000MA1K32L88E

受益人:	西门子医疗系统有限公司
开户行:	德意志银行（中国）有限公司上海分行
帐号:	3549094015
纳税人识别号:	91310000MA1K32L88E

6. Miscellaneous:

其他:

This Service Contract is made out in English and Chinese. In the event of conflicts between the two versions, the Chinese version shall prevail

本服务合同以中英文两种语言写就。如两种版本之间存在任何矛盾，应以中文版本为准。

7. Attachments of the Contract:

合同附件:

The following attachments accompany this Service Contract and are incorporated herein by this reference:
本服务合同包括下列附件。这些附件是合同的组成部分:

Appendix 1: Terms
附录 1: 术语解释
Supplementary Agreement I
补充协议 I
General Conditions of Service Contract
服务合同总则

This Service Contract shall become effective upon execution by the duly authorized representatives of both parties and affixed with the appropriate corporate seals, with Siemens retaining one fully executed original and the Customer retaining five fully executed original.

此鉴：本服务合同由双方正式授权代表签字并加盖合法印章后生效。正本合同共六份，西门子执一份正本合同，用户执五份正本合同。

Ningbo City No.6 Hospital

宁波市第六医院

(Official Seal/盖章)

Siemens Healthineers Ltd.

西门子医疗系统有限公司

(Official Seal/盖章)

Name/姓名:

Title/职位:

Date/日期:

Name/ 姓名:

Title/职位:

Date/日期:

Name/姓名:

Title/职位:

Date/日期:

Name/ 姓名:

Title/职位:

Date/日期:

Supplementary Agreement I 补充协议 I

经双方友好协商，宁波市第六医院和西门子公司现达成如下协议：

合同有效期限 4 年，根据上一年度客户考核满意度情况续签下一年合同。

Ningbo City No.6 Hospital

宁波市第六医院

(Official Seal/盖章)

Siemens Healthineers Ltd.

西门子医疗系统有限公司

(Official Seal/盖章)

Name/姓名:

Title/职位:

Date/日期:

Name/ 姓名:

Title/职位:

Date/日期:

Name/姓名:

Title/职位:

Date/日期:

Name/ 姓名:

Title/职位:

Date/日期:

Quality Assurance:

质量保证:

Quality Assurance is performed to keep the system within the quality specifications as issued by SIEMENS through the following tasks and works.

通过以下任务和工作以保证设备质量达到西门子颁布的质量标准。

1. Tracking and scheduling of required quality assurance tasks
制定检查计划
2. Check of measuring and image quality parameters
检查图象质量（效果）
3. Verification of specified quality parameters
评判参数结果
4. Adjustments to factory quality specifications
调整/校准至出厂标准
5. Documentation and detailed quality report of system condition
记录系统质量报告

Safety Updates:

安全升级:

Delivery of hardware and software updates as recommended and issued by SIEMENS in order to improve security and performance of the system.

按照西门子建议及要求提供硬件和软件升级，以提高设备的安全性和性能。

1. Continuous system monitoring if updates are required
持续监控设备是否需要升级
2. Delivery of safety updates
提供安全性升级
3. Delivery of recommended updates
提供建议性升级
4. Documentation and detailed reporting of updating procedure
记录升级程序

Technical Telephone Support:

技术电话支持:

Nationwide toll free hotline 400 810 5888 is responded by Siemens Customer Care Center which gives customer direct access to specialists for fast diagnosis and technical support.

全国范围内免费热线电话400 810 5888，由西门子客户服务中心专家提供快速诊断和技术支持服务。

Following options are available for the different types of the Service Contracts and products.

根据不同的服务合同类型和产品，我们提供下列选项：

1. Technical Telephone Support (24X7), Mon. – Sun., 24 hours per day;
技术电话支持(24X7)，周一至周日，每天24小时；

Smart Remote Services:

智在远程服务:

Siemens remote technologies link customer to SIEMENS' experts via a high-speed network. Benefits include online diagnostics, updating, auto report and application support.

通过高速网络让客户与西门子专家对接，可享受在线诊断、升级、自动报告及应用支持。

Preventive Maintenance:

预防性保养:

Preventive Maintenance is conducted according to the factory protocol to keep good system's performance, including:

Unrestricted

按照原厂保养要求提供, 以保证设备处于良好运行状态, 包括:

1. **Tracking and scheduling of required maintenance tasks**
记录并安排保养时间
2. **Exchange of wear and tear parts according to maintenance plan**
根据保养计划更换损耗部件
3. **Care measures**
检测
4. **Adjustments to factory specifications**
调整/校准至出厂标准
5. **Verification of specified performance and functionality**
确认各项技术指标及性能
6. **Documentation and detailed report of system condition**
记录设备状况

Consumables for Preventive Maintenance:

预防性保养损耗品:

Consumable parts required to be replaced during preventive maintenance will be provided by Siemens.

预防性保养中需更换的损耗品由西门子提供。

syngo Evolve Software Upgrades / syngo Evolve Hardware Upgrades:

新沟通软件升级 / 新沟通硬件升级:

Software and/or hardware upgrades are available for selected products of CT, MR, syngo.via, AX and MI systems.

新沟通软件及/或硬件的升级适用于特定的 CT, MR, 飞云工作站、DSA 及核医学设备。

General Conditions of Service Contract

Siemens Healthineers Ltd.
(Referred to as Siemens hereinafter)
Effective Nov 1st, 2018

服务合同总则

西门子医疗系统有限公司
(以下简称西门子)
自 2018 年 11 月 01 日起生效

1. Definitions 定义

1.1 Healthineers Equipment 医疗设备

means all products listed in Article 1 – Healthineers Equipment Name of the Service Contract.
医疗设备是指服务合同第 1 条—医疗设备名称中所列的全部产品。

1.2 Accessories and Consumables 附件与易耗品

means all kinds of materials that are not required for basic functions of the Healthineers Equipment or that should be replaced or refilled regularly as result of consumption, wear or tear (i.e. paper, films, batteries, exchange data media etc.).

指非医疗设备基本功能所必需的或因消耗及磨损需要更换或补充的各种材料（如纸张、胶片、电池、数据交换介质等）。

1.3 Basic Operation Requirements 基本运行要求

means the environment conditions specified in the operation manual of the Healthineers Equipment and any other requirements requested by Siemens that are fundamental for the proper operation of the Healthineers Equipment in the location where it has been installed by Siemens, including but not limited to air conditioning, cold water, compress air, line power, etc.

指医疗设备在西门子安装的地点正常运行所必需的基本环境条件，即医疗设备操作手册所要求的环境条件以及西门子要求的其他条件，包括但不限于空调、冷却水、压缩空气、电源供应等。

1.4 Counterparty of the Service Contract 本服务合同的相对方

means the Customer, signing entity authorized by the Customer, distributor of Siemens or Siemens' affiliates, or other third party that signs the Service Contract with Siemens (which shall be decided based on actual signing party).

指与西门子签署本服务合同的用户、用户授权的签约公司、西门子经销商或西门子关联公司经销商或其他第三方等（视实际签约方而定）。

2. Maintenance by Siemens 西门子的维修服务

Siemens is responsible to maintain the Healthineers Equipment. The maintenance includes preventive measures, the removal of disturbances and damages as well as the enforcement of technical modifications necessary to ensure the function of the Healthineers Equipment as specified and selected in the Service Contract in detail.

西门子负责服务合同中所列医疗设备的维修。维修包括预防性保养、排除故障以及为保障医疗设备的功能所实施的必要的技术改进。具体内容参见服务合同中对服务内容的规定和选择。

2.1 Exchange parts removed from the Healthineers Equipment shall be returned to Siemens and Siemens shall have full right to dispose of the returned parts.

维修中拆除下来的零部件应退还西门子，由西门子全权处理退还的零部件。

2.2 Siemens will provide or authorize its authorized service provider to provide maintenance service.

西门子将自行或委托其授权服务分包商提供维修服务。

3. Obligations of the Customer 用户的义务

- 3.1 The Customer shall maintain a good site environment in compliance with the Basic Operation Requirements specified in Section 1.3 hereof. The Customer shall be responsible for the operation and daily maintenance of the Healthineers Equipment according to the requirements specified in the operating manual. In addition, Customer shall be responsible for:

用户应根据上述第 1.3 条的基本运行要求保持良好的现场环境。用户应按照操作手册要求对医疗设备进行操作和日常维护。此外，用户应当负责：

- electrical work, plumbing work, compressed air supplied and facilities, networking external to the Equipment; and
供电系统、供水系统、压缩空气系统、医疗设备其它外部设施及外部网络系统; 和
- cleaning, fertilizing and polishing work of the Healthineers Equipment.
清洁、消毒及抹拭医疗设备。

- 3.2 If the Healthineers Equipment is moved from the original Healthineers Equipment location without prior consent of Siemens, the Response Time and Uptime Performance Guarantees set forth herein, if any, shall not apply. Any repair or adjustment resulting from re-installing the Healthineers Equipment is expressly excluded from this Service Contract.

若未经西门子事先同意，医疗设备被擅自搬离医疗设备原始安装地点，本服务合同中规定的响应时间（如有）及开机率保证，将不再适用。本服务合同不包括因重新安装医疗设备产生的任何维修或调试服务。

- 3.3 Siemens service personnel will be given full and free access to the Healthineers Equipment to perform inspections and maintenance on the Customer's premises, and will make specific appointments for such maintenance. If the Healthineers Equipment is not made available at the appointed time, waiting time beyond a reasonable allowance will be charged to the Counterparty of this Service Contract at prevailing per-call rates. The Customer shall take all reasonable precautions to protect the health and safety of Siemens employees, agents and sub-contractors while on the Customer's premises.

西门子维修人员将有权自由进入用户场所对医疗设备进行检查和维修，并为维修进行预约。如果用户在预约时间没有提供待维修的医疗设备，本服务合同的相对方应当支付超过合理等待时间的费用，该费用按西门子当时适用的单次服务费率计算。用户应为西门子的雇员、代理及分包商采取一切合理的现场预防措施以保障其健康与安全。

- 3.4 When Smart Remote Service is chosen, Customer shall provide Siemens with both on-site and remote access to the Healthineers Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Service Contract. Remote access will be established through a broadband internet based connection to either a Customer owned or Siemens provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

如果选择了智能远程服务，用户应提供西门子现场和远程访问医疗设备的机会。远程访问应当通过用户网络提供，并符合西门子进行本服务合同项下的维修服务的需要。远程访问将通过宽带互联网连接到一个用户所有或西门子提供的安全终端来建立，通过专用的进出端口使用点对点加密通道进行连接。

- 3.5 The Customer shall supply all documentation and information necessary for Siemens to diagnose any fault in the Healthineers Equipment.

用户应向西门子提供所有必要的文件和信息以便诊断医疗设备故障。

- 3.6 This Service Contract specifically excludes labor, parts and expenses necessary to repair Healthineers Equipment:

本服务合同明确排除由于下列原因导致的修理医疗设备的人工、零部件和其他费用：

- i) damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 12-- Force Majeure hereof, or by the Customer's failure to operate the Healthineers Equipment in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions or any other causes Siemens is not responsible for;

由火灾、意外事故、错用、滥用、疏忽、不当应用或改装、或下述第 12 条--不可抗力规定的不可抗力事件造成的损害；或因用户未依照厂家说明书操作医疗设备、未保持厂家建议的运行环境和电源条件或任何其他非西门子原因导致的损害；

- ii) defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Healthineers Equipment by the Customer or any third party or due to the attachment and/or use of non-Siemens supplied parts, equipment or software without Siemens' prior written approval;

因用户或任何第三方未经授权对医疗设备进行修理、搬移、维修、添加或修改行为造成的缺陷；或因未经西门子事先书面准许而添加和/或使用非西门子提供的零部件、设备或软件而造成的缺陷；

- iii) defective due to any repair or service of the Healthineers Equipment by the Customer or any third party prior to the commencement of the term of this Service Contract; or already defective prior to the commencement of the term of this Service Contract (unless explicitly otherwise provided in this Service Contract); or

因用户或任何第三方在本服务合同生效前对医疗设备进行的任何修理或维修所造成的缺陷；或在本服务合同生效前医疗设备已有的缺陷（本服务合同有明确相反规定的情形除外）；或

- iv) which failed due to causes from non-Siemens supplied equipment, parts or software including problems with the Customer's network.

由非西门子提供的设备、零部件或软件包括用户网络引起的故障。

- 3.7 If Siemens is called upon to service or repair Healthineers Equipment which falls under this paragraph or any other circumstance not specifically covered under this Service Contract, Siemens may incorporate such service into the scope of this Service Contract and negotiate with the Counterparty of this Service Contract to increase the contract value based on the additional maintenance cost, or not to incorporate such service into the scope of this Service Contract but issue the Counterparty of this Service Contract separate invoice for labor, parts and expenses at prevailing per-call rates and prices.

若西门子被要求因上述原因或其他非本服务合同明确包含的原因受损的医疗设备进行维修，西门子可将其纳入本服务合同的范围并根据额外增加的维修成本与本服务合同的相对方就提高合同金额进行谈判或不将其纳入本服务合同的范围而按当时适用的单次服务费率向本服务合同的相对方另行开具人工、零部件和费用的发票。

- 3.8 This Service Contract does not entitle the Customer to services related to information technology, patient and imaging workflow design and analysis, or problem diagnosis. Siemens' responsibility under this Service Contract does not extend beyond the outbound or inbound sockets of the Healthineers Equipment. In addition, changes, adjustments, additions or repairs required to or with respect to the Healthineers Equipment resulting from issues, matters, items or concerns that are the responsibility of the Customer, such as changes related to Customer's network infrastructure, are not covered by this Service Contract. Although the Healthineers Equipment may have limited short term storage capacity, the storage of images, both patient and QA images, is the responsibility of the Customer.

本服务合同不包括对信息技术、病人信息流和影像信息流的设计和分析或问题诊断的服务。西门子在本服务合同项下的责任范围不超出医疗设备的输入/输出接口。另外，本服务合同不包括因用户原因，即用户应当负责的事件、事项或问题，例如：与用户网络基础设施相关的变化，而导致的医疗设备的改变、调整、添加或修理。虽然医疗设备可能具备短期的储存功能，但是图像的存储（病人和质量保证图像）应当由用户负责。

- 3.9 The Counterparty of this Service Contract shall bear the cost of all Accessories and Consumables replacement deemed necessary by Siemens.

经西门子确认需要更换的附件和易耗品的费用均由本服务合同的相对方承担。

- 3.10 This Service Contract expressly excludes and the Counterparty of this Service Contract shall be responsible for:

本服务合同明确排除以下部件或服务，本服务合同的相对方应当另行承担其费用：

- expendable, chemicals and consumable items (filters, glasses, lamps, bulbs, lens, take-up and supply cassettes, printed heads, exterior chassis, laser module, optical bench, etc);
易损件、化学品和消耗品（过滤器、玻璃器皿、灯具、镜片、暗盒、收片盒和供片盒、成象管、激光器、光台、打印头及外部、底盘等）；
- cosmetic damage (e.g. nicks, dents and scratches);
处理表面损伤（如，刮伤，凹陷，划痕）
- refurbishing;
设备的翻新
- re-configuration
重新配置

4. Payment and Interest 付款与罚息

- 4.1 Unless otherwise agreed, the Counterparty of this Service Contract shall effect the payment of full Contract Value specified in the Service Contract within ten (10) days upon the signature of the Service Contract but in any case before the starting date of the Contract Period. Siemens is not obliged to perform the Service Contract before Siemens receives the full payment of the Contract Value from the Counterparty of this Service Contract.

除非另有约定，本服务合同的相对方应在本服务合同签订后的 10（十）日内并在合同期限起始日前支付服务合同规定的全部合同金额。在收到本服务合同的相对方支付的全部合同金额前，西门子无义务履行本服务合同。

- 4.2 In the event that additional charges are required for Siemens to perform the services specified in Section 3.6 hereabove, the Counterparty of this Service Contract shall effect the payment within thirty (30) days after receipt of the invoice from Siemens.

如遇上述第 3.6 条规定的情形且西门子履行的服务需要额外收费，本服务合同的相对方须在收到西门子开具的发票后的 30（三十）日内支付。

- 4.3 In the event that the Counterparty of this Service Contract fails to effect the payment as provided herein, Siemens shall be entitled to an interest in the amount of 0.04% of the due amount per day.

如果本服务合同的相对方没有按上述规定支付，西门子将有权就延迟支付部分按照每日万分之四的比例向收取利息。

5. Limitation of Liability 责任限制

- 5.1 Any liability of Siemens in respect to death or personal injury is subject to and governed by the provisions of the applicable law of the People's Republic of China.

西门子在人员伤亡方面的责任应按照所适用的中国法律的相关规定执行。

- 5.2 EXCEPT FOR DAMAGES CAUSED SOLELY AND DIRECTLY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SIEMENS, SIEMENS' ENTIRE LIABILITY AND THE EXCLUSIVE REMEDY OF THE COUNTERPARTY OF THIS SERVICE CONTRACT FOR ANY DIRECT DAMAGES INCURRED BY THE COUNTERPARTY OF THIS SERVICE CONTRACT FROM ANY CAUSE WHATSOEVER ARISING UNDER THE SERVICE CONTRACT OR RELATED HERETO, SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE (1) YEAR'S MAINTENANCE CHARGES FOR THE SPECIFIC ITEM OF HEALTHINEERS EQUIPMENT UNDER THE SERVICE CONTRACT THAT CAUSED THE DAMAGE OR IS THE SUBJECT MATTER OF, OR IS DIRECTLY RELATED TO, THE CAUSE OF ACTION. SUCH MAINTENANCE CHARGES WILL BE THOSE IN EFFECT FOR THE SPECIFIC ITEM OF HEALTHINEERS EQUIPMENT WHEN THE CAUSE OF ACTION AROSE.

除了直接由于西门子的重大过失或故意行为导致的损失，西门子的全部责任以及本服务合同的相对方对其直接损失的所有赔偿金，无论本服务合同相对方的索赔是基于本服务合同的规定或与其相关的任何原因，不得超过本服务合同中特定医疗设备 1（一）年的维修总费用，该特定医疗设备是指造成损失的设备或是诉由中或与之直接相关的标的物。上述维修费用是指在诉由产生时该特定医疗设备所适用的维修费用。

- 5.3 IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME (EXCEPT AS OTHERWISE PROVIDED HEREIN), LOST DATA, OR FOR ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR PERFORMANCE OF THE MEDICAL EQUIPMENT.

西门子在任何情况下不承担由于本服务合同引起的或与医疗设备的使用和操作相关的任何利润损失、储蓄损失、收入损失、使用价值或停机时间损失（本服务合同另有规定的除外）、数据丢失；及其他间接的、惩罚性或继发性的损失，无论该损失是基于合同责任、侵权责任（包括过失责任）还是任何其他形式的责任理论。

- 5.4 Any further liability of Siemens under this Service Contract shall be excluded. This Section 5 shall also apply to Siemens' subcontractors, agents, or employees.

西门子在本服务合同下不承担任何进一步责任。本第 5 条的规定同样适用于西门子的分包商、代理人或雇员。

6. Default & Termination 违约和终止

6.1 The Counterparty of this Service Contract shall be in default under this Service Contract upon:
本服务合同相对方在以下情形下构成对本服务合同的违约:

- i) a failure by the Counterparty of this Service Contract to make any payment due to Siemens within ten (10) days of receipt of notice from Siemens that the payment was not made by the Counterparty of this Service Contract within the applicable payment period;
本服务合同的相对方在收到西门子催款通知书后 10 (十) 日内, 仍然未支付过期款项;
- ii) a failure by the Customer or the Counterparty of this Service Contract to perform any other obligation under this Service Contract within thirty (30) days of receipt of notice from Siemens;
用户或本服务合同的相对方在收到西门子通知后的 30 (三十) 日内, 仍未履行本服务合同规定的其他义务;
- iii) a failure to grant Siemens access to the Healthineers Equipment as set forth in Section 3 -- Obligations of Customer hereof; or
用户未按照上述第 3 条 – 用户的义务的规定提供西门子维修医疗设备的机会; 或
- iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Counterparty of this Service Contract.
任何资不抵债、针对本服务合同的相对方的破产或类似程序的开始。

Upon the occurrence of any event of default hereunder, Siemens may, in addition to any and all other remedies available under law, select to:

在上述任何违约情形下, 除采用法律规定的各种救济措施外, 西门子还可以选择:

- i) immediately cease providing services under this Service Contract and any and all other agreements between the parties until the default is cured or corrected, and the Counterparty of this Service Contract shall remain liable to Siemens for all amounts payable hereunder and such other agreements during any such period. The Customer/Counterparty of this Service Contract shall be obliged to return any and all parts replaced by Siemens as set forth in Section 2.1 hereof;
立即停止提供本服务合同项下的服务和双方间的所有其他协议, 直到违约情形已被纠正; 本服务合同的相对方仍然有义务支付西门子本服务合同和上述其他协议在该期间内的全部到期款项; 用户/本服务合同的相对方仍然有义务按照上述第 2.1 条的约定归还西门子在维修服务中更换的零部件;
- ii) declare all sums due and to become due to be immediately due and payable under this Service Contract,
宣布本服务合同项下到期或即将到期的所有款项到付款期;
- iii) commence collection action for all sums due and to become due hereunder including, but not limited to, costs and expenses of collection and reasonable attorney's fees, or
对本服务合同项下的所有到期款或即将到期的款项采取催款行动, 包括但不限于催款的成本和费用以及合理的律师费; 或
- iv) terminate this Service Contract.
解除本服务合同

Remedies shall be cumulative and not exclusive and there shall be no obligation for Siemens to exercise a particular remedy.

上述法律救济措施是累计的非排他的, 且西门子无义务只采取某一特定法律救济措施。

6.2 In the event that Siemens ceases providing services under the Service Contract according to Section 6.1 above, Siemens shall be released from Uptime Guarantee, if any. Upon termination of the Service Contract, Siemens may:

西门子若因上述第 6.1 条的规定停止提供本服务合同项下的维修服务, 西门子将不再保证开机率 (如有)。此外, 当本服务合同终止时, 西门子可以:

- i) repossess any Siemens' equipment, article, tools, apparatus etc. in the possession, custody or control of the Customer .
接管由用户控制、保管或支配的属于西门子的任何设备、物品、工具等。
- ii) be released from any further obligations under the Service Contract.
不再承担本服务合同项下的任何进一步责任。

iii) charge for the services provided but not invoiced at prevailing per-call rates and prices against the Counterparty of this Service Contract.

对于已提供但未收费的服务，将按单次维修服务收费标准向本服务合同的相对方收取服务费。

6.3 If the main body of this Service Contract provides that in case the tube replacement by Siemens is required, all or partial of the payment shall be effected before Siemens' delivery of tube or otherwise shall be paid within the prescribed deadline, but during the term of this Service Contract, no tube has been replaced by Siemens and above related payment has not been made by the Counterparty of this Service Contract to Siemens, upon expiration of this Service Contract, Siemens is entitled to be released from any further obligations regarding tube replacement under this Service Contract.

如果本服务合同正文约定其全部或部分款项在需要由西门子更换管球时应在西门子发运管球前付清或是在其他情形下应在约定期限前付清，而在本服务合同期限内并未由西门子更换管球且本服务合同的相对方也未向西门子支付上述对应款项，则当本服务合同期限届满时，西门子有权不再承担本服务合同项下与更换管球相关的任何进一步责任。

7. Uptime Guarantee [Only Apply To Service Contract With Uptime Guarantee] 开机率的保证（仅适用于包括了保证开机率的服务合同）

7.1 Only for any Healthineers Equipment that includes an Uptime Guarantee as specified Scope of Services in the Service Contract, Siemens guarantees that the Healthineers Equipment will function at the Uptime Performance (defined below) level.

仅适用于服务合同服务内容中含保证开机率的医疗设备，西门子保证其运作将达到特定的开机率（定义如下）。

7.2 "Uptime Performance" is defined as the capability of the Healthineers Equipment to be utilized to treat or diagnose patients. The Healthineers Equipment will be considered to be operational (i.e., it will not be considered to be "down"): (a) unless it cannot be utilized to treat or diagnose patients (room down); (b) if Siemens is prepared to perform maintenance services to make the Healthineers Equipment operational but such service is refused by the Customer or is deferred by the Customer until a later time or date; (c) if the Healthineers Equipment is not otherwise made available to Siemens' service engineers; (d) if the Healthineers Equipment is down is due to, associated with, or caused by (i) misuse, negligence, or operator error, (ii) inadequate environmental conditions (not conforming with the environmental specifications provided by Siemens), including temperature and humidity, line power exceeding Siemens' requirements of voltage, frequency, impulses or transients, (iii) any of the exclusions set forth in Section 3.6 hereabove, or (iv) acts of God or other force majeure events described in Section 12 -- Force Majeure hereof; or (e) during periods in which Siemens is performing scheduled or planned maintenance, changing high-vacuum components which are not covered by the Service Contract, and installing updates/upgrades. If the Healthineers Equipment is not operational, then the Customer/Counterparty of this Service Contract must immediately notify Siemens Customer Care Center. Downtime will not commence until such notification is given to Siemens.

“开机率”是指医疗设备用来治疗和诊断病人的使用率。以下情况将定为医疗设备是正常运行的（即不作为“停机”）：(a)除非它不能被用来治疗和诊断病人（全面停机）；(b)西门子已安排对医疗设备进行维修以使其正常运行，但是用户拒绝维修或推迟维修；(c)医疗设备未被提供给西门子维修工程师维修；(d)医疗设备因为以下原因或与此相关的原因而停机：(i)错用、过失或操作错误，(ii)不适当的环境条件（即不符合西门子对环境的要求），包括在温度和湿度的要求、西门子对电源的要求，如电压、频率、脉冲或瞬间电流的要求，(iii)上述第 3.6 条项下的任何例外情形，或(iv)第 12 条--不可抗力规定的天灾或其他不可抗力事件；(e)在西门子进行预防性保养期间，更换服务合同未包括的高真空元器件和进行系统更新/升级。如果医疗设备不能正常运行，用户/本服务合同的相对方必须立即通知西门子客户服务中心报修。停机时间自用户/本服务合同的相对方向西门子发出上述通知之时起算。

7.3 The Healthineers Equipment's Uptime Performance shall be calculated on an annual basis of 365 days a year and 24 hours a day.

医疗设备的开机率按一年 365 天每天 24 小时计算，每年统计一次。

7.4 Only when the Service Contract includes guaranteed Uptime Performance, will Siemens guarantee 95% Uptime Performance ("down" time less than 5%). If the Healthineers Equipment's Uptime Performance level can not be reached due to the failure caused by Siemens, the Service Contract will be extended by seven (7) calendar days for every percentage point less than 95%. In case the main body of the Service Contract and these General Conditions provide different Uptime Performance percentages, the main body of the Service Contract shall prevail.

只有当服务合同包含“保证开机率”时，西门子才保证 95% 的开机率（停机时间少于 5%）。如果此开机率由于西门子的原因未能达到，对于开机率低于 95% 的每一个百分点，服务合同期限将相应延长 7 个日历日。如果服务合同正文和本总则对开机率百分比的规定不一致时，以服务合同正文为准。

- 7.5 In order for the Uptime Performance Guarantee to be effective, the Customer/Counterparty of this Service Contract must place all calls for service through Siemens Customer Care Center and must accept all technical assistance that is offered by Siemens, including, but not limited to, telephone support and remote diagnostics. For any period of time that the Customer/Counterparty of this Service Contract does not seek and accept technical assistance from Siemens, the Healthineers Equipment shall be considered to be operational.

为了有效保证开机率，用户/本服务合同的相对方必须向西门子客户服务中心报修，并接受西门子提供的所有技术支持，包括但不限于电话支持和远程诊断。在用户/本服务合同的相对方未寻求和接受西门子技术支持的任何期间内，医疗设备被视为正常运行。

8. Response Time Guarantee **响应时间保证**

- 8.1 The response time of Siemens shall be within 24 hours after receiving call from the Customer/Counterparty of this Service Contract.

西门子的响应时间应在收到用户/本服务合同的相对方报修电话的二十四小时之内。

9. Utilization Management Service (applicable only if it is included in the service scope of the Service Contract)

设备使用效率管理服务（仅在服务合同服务范围含此服务时适用）

- 9.1 The utilization management service (defined in Annex of the Service Contract, “UM Service”) provides the Customer with system specific usage data of his Siemens systems (“Data”) which is collected through the Smart Remote Service connection. The UM Service consists of the utilization management basic report and the utilization management advanced report (“Reports”).

设备使用效率管理服务（定义见服务合同附件）通过智在远程服务连接收集并向用户提供用户西门子设备的系统具体使用数据（“数据”）。设备使用效率管理服务包含设备使用效率管理基础数据报告和设备使用效率管理高级应用报告（“报告”）。

- 9.2 The Reports do not constitute professional advice and/or any form of consultancy. They are for information purposes only and should not solely be relied upon on making decisions. The Reports are based on automatic generated data and may contain errors or omissions in case data could not be sent due to unavailability of the Smart remote service connection.

报告不构成专业建议和/或任何形式的咨询意见。它们仅以提供信息为目的而不应单独作为决策依据。报告以自动生成的数据为基础，如果由于智在远程服务连接不畅通而导致数据不能传送，报告可能包含错误数据或有信息遗漏。

- 9.3 To generate the Reports, Siemens needs to collect, manage and use the Data. The Customer herewith authorizes/the Counterparty of this Service Contract shall assure the Customer authorizes Siemens or any affiliated company of Siemens to access, collect and store the Data and make use of the Data to create the Reports. The Customer further consents that (i) his Data can be made available in anonymized form to other Siemens utilization management customers and (ii) Siemens may keep and use for Siemens’ own business purposes (such as benchmarking services) on a perpetual basis any Data generated during the term of the Service Contract. The Customer also revocably consents/the Counterparty of this Service Contract shall assure the Customer also revocably consents to the collection, usage and storage of his Data by Siemens or any of its affiliated companies beyond the term of the Service Contract as long as Siemens ensures the anonymisation of the Data when used towards any third party.

西门子需要收集、管理和使用数据来生成报告。故用户特此授权/本服务合同的相对方应确保用户授权西门子或任何西门子关联公司访问、收集和存储数据，并利用此数据来创建报告。用户进一步同意 (i)其数据可以以匿名形式用于其他西门子用户设备使用效率管理报告中 (ii)西门子可为自身业务目的（如标准测试服务）永久持有和使用任何服务合同期限内收集的数据。用户也同意/本服务合同的相对方应确保用户也同意西门子或任何西门子关联公司在服务合同期限结束后收集、使用和存储数据，但是，西门子在向第三方使用数据时应保证数据的匿名化，且用户可以撤销该等同意。

- 9.4 Siemens is not obliged to store the Reports or the Data for the Customer once the Reports have been made available to the Customer. In case the Data contains data which are subject to the Customer’s retention obligation, the Customer is aware that/the Counterparty of this Service Contract shall assure the Customer is aware that he must keep separate record of any such data.

报告一旦提供给用户后，西门子将没有义务为用户存储报告或数据。如果数据包含了用户有义务自行保存的信息，用户了解/本服务合同的相对方应确保用户了解其应另行保存该等数据。

- 9.5 The Customer is authorized to download and/or copy the Reports made available solely for its own legitimate

personal use. This authorization is conditional upon the inclusion of all legends, copyright, proprietary and/or other notices that may appear herein.

用户被授权为自身合法使用目的而下载和/或复制西门子提供的报告。此授权需涵盖报告中可能出现的所有图例说明、版权、所有权和/或其他注意事项。

- 9.6 The Customer understands and accepts that/the Counterparty of this Service Contract shall assure the Customer understands and accepts that this UM Service including but not limited to the Reports is not intended to be used as basis for investment and other business decisions.

用户理解并接受/本服务合同的相对方应确保用户理解并接受设备使用效率管理服务，包括但不限于报告，不能用来作为投资和其他商业决策的基础。

- 9.7 Siemens shall have no liability whatsoever for non delivery of the Reports if the Customer does not maintain an internet connection through which the Data can be collected.

如果用户没有保持用于收集数据的互联网连接通畅，西门子对无法提供报告将不承担任何责任。

- 9.8 Siemens shall have no liability whatsoever as and insofar the Customer uses the UM Service i) for purposes other than those expressly stated hereunder or ii) uses the UM Service incorrectly. The Customer shall indemnify Siemens from any third party claims, which are the result of such misconduct.

用户在以下情况使用设备使用效率管理服务，西门子将不承担任何责任：i) 为本条明确规定以外的其他目的或 ii) 不正确使用设备使用效率管理服务。由于此类不当使用行为造成的任何第三方向西门子要求的索赔，用户应补偿西门子。

- 9.9 The Customer/Counterparty of this Service Contract shall indemnify and hold Siemens and any of its affiliated companies harmless from any third party claims based on or in connection with the usage of this UM Service or the Reports.

针对基于或与运用设备使用效率管理服务或报告相关的第三方索赔，用户/本服务合同的相对方应补偿西门子及西门子关联公司并使其免受损害。

- 9.10 Siemens shall have the right to terminate this UM Service with immediate effect upon written notice to the Customer/Counterparty of this Service Contract if the Customer/Counterparty of this Service Contract fails to comply the terms set out in this Article 9.

如果用户/本服务合同的相对方未能遵守上述第 9 条的规定，西门子有权书面通知用户/本服务合同的相对方立即终止设备使用效率管理服务。

10. Contract transfer and Sub-Contract 合同转让与分包

Siemens may sub-contract the maintenance and services of any OEM product (i.e. Camera, Developing machine, Injector, Water chiller and UPS etc.) contained in this Service Contract to a third party at its own discretion.

西门子有权自行决定将本服务合同项下 OEM 产品的维修（即照相机、洗片机、注射器、冷水机和不间断电源等）分包给第三方。

11. Export Clauses 出口条款

11.1 Reservation Clause 保留条款

Siemens shall not be obligated to fulfill this Service Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

如西门子因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本服务合同，则西门子不再承担履行本服务合同的义务。

11.2 Compliance with Export Control Regulations 遵守出口控制法规

11.2.1 If the Customer/Counterparty of this Service Contract transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or works and services (including all kinds of technical support) performed by Siemens to a third party the Customer/Counterparty of this Service Contract shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services the Customer/Counterparty of this Service Contract shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

如果用户/本服务合同的相对方将西门子提供的货物（包括无论以何种方式提供的硬件，软件 and/或技术，以及相关的文件），以及西门子完成的工作和服务（包括所有种类的技术支持）转移给第三方，则用户/本服务合同的相对方应遵守所有适用的国内、国际的（再）出口控制法规。在任何情况下，这种货物， 工作和服务的转移，用户/本服务合同的相对方必须遵守德国， 欧盟以及美国的（再）出口控制法规。

11.2.2 Prior to any transfer of goods, works and services provided by Siemens to a third party the Customer /Counterparty of this Service Contract shall in particular check and guarantee by appropriate measures that

在向第三方转移西门子提供的货物， 工作和服务之前， 用户/本服务合同的相对方应该特别检查并以适当的措施保证：

- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;

该转移,或就这些货物， 工作， 服务有关的合同提供经纪服务， 或向第三方提供与这些货物， 工作， 服务有关的其他经济资源， 将不违反欧盟， 美国和联合国实施的禁运， 同时还应考虑（禁运）对国内业务的限制且不得规避禁运的规定；

- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

如果此类货物， 工作和服务被禁止用于与军备、核技术或核武器有关的用途， 或需要批准方可用于上述用途， 则此类货物， 工作和服务将不会被用于上述用途， 除非相关批准已经获得；

- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

所有适用的欧盟和美国制裁清单中有关与清单上列举的实体， 个人和组织进行交易的规定已被考虑。

11.2.3 If required to enable authorities or Siemens to conduct export control checks, the Customer/Counterparty of this Service Contract, upon request by Siemens, shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing.

如果被要求帮助有关当局或西门子进行出口控制的审查， 则用户/本服务合同的相对方在收到西门子的要求后应立刻提供包含有西门子所提供的特定货物， 工作和服务的最终客户， 最终目的地， 以及预期用途的所有信息， 以及任何存在的出口控制限制。

11.2.4 The Counterparty of this Service Contract shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Customer/Counterparty of this Service Contract, and the Counterparty of this Service Contract shall compensate Siemens for all losses and expenses resulting thereof.

就任何由于用户/本服务合同的相对方不遵守出口控制规定而引起的、或与之相关的索赔、诉讼、行动、罚款， 损失、成本和损坏， 本服务合同的相对方应补偿西门子并使其免受损害， 且本服务合同的相对方应赔偿西门子由此产生的一切损失和费用。

12. Force Majeure 不可抗力

12.1 Neither Siemens nor the Counterparty of this Service Contract shall be liable for failure of performing the Service Contract when such failure results from the occurrence of Force Majeure, which is hereby defined as an event unforeseeable, beyond reasonable control of the party to whom such Force Majeure occurs, including but not limited to: Acts of God, natural disasters(for example: thunder and lightning strike, flood, debris flow,

earthquake and etc.), lock out, war or warlike situation, riot, sabotage, fire, transportation delays or accidents, acts of government (such as but not limited to change of laws and revocation of import permits), and outbreak of epidemic. The party encountering such Force Majeure event shall immediately notify the other party and, within fourteen (14) days thereafter, shall document the existence of such event through a certificate issued by the competent government authorities at the place where the event occurs.

西门子或本服务合同的相对方因不可抗力不能履行本服务合同的义务时，均不承担责任。不可抗力应指任何遭受不可抗力方无法预见的且超出其合理控制的事件，包括但不限于：天灾、自然灾害(如：雷击、洪水、泥石流、地震等)、封锁、战争或类似战争状态、暴乱、阴谋破坏、火灾、运输阻滞或交通事故、政府行为(例如但不限于修改法律规定和取消进口许可)以及疫情的爆发。遭受该不可抗力事件的一方应立即通知另一方，并在此后的 14 (十四) 日内通过事件发生地的主管部门出具的证明证实不可抗力的存在。

- 12.2 In case of Force Majeure, the time limitation for performing the Service Contract shall be extended accordingly. If the event of Force Majeure lasts for more than 180 days, either party may terminate the Service Contract without further liability.

如遇不可抗力，本服务合同义务的履行期限应当相应顺延。如果不可抗力事件持续 180 天以上，任何一方可以终止本服务合同而无需承担违约责任。

13. **Applicable Law and Arbitration** **适用法律和仲裁**

- 13.1 This Service Contract will be governed by and construed according to the law of the Peoples Republic of China.

本服务合同应当按照中华人民共和国法律诠释并受其管辖。

- 13.2 All disputes in connection with this Service Contract or the performance thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under dispute shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration by three arbitrators in accordance with the Provisional Rules of Procedure of CIETAC. The arbitration trial shall take place in Shanghai, China. The award of CIETAC shall be accepted as final and binding upon both parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

与本服务合同有关的或因履行本服务合同所产生的一切争议，应通过友好协商解决。如果协商不能解决时，可将争议提交中国国际经济贸易仲裁委员会，根据该委员会的仲裁程序规则，由三位仲裁员进行仲裁。仲裁开庭地点在中国上海市。仲裁裁决是终局的，对双方均有约束力。除非另有约定，仲裁费由败诉一方承担。

- 13.3 During the arbitration all other contract obligations except those under arbitration shall be fulfilled without interruption.

在仲裁期间，除正在仲裁的部分，合同双方应继续履行其它责任。

14. **Entire Contract and Amendment** **合同的完整和修改**

- 14.1 This Service Contract, including all exhibits and addenda attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This Service Contract may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto. If, after effectiveness of this Service Contract, the Counterparty of this Service Contract and Siemens sign a form contract of the Counterparty relating to the subject matter hereof, the parties hereby confirm and agree that this Service Contract shall prevail in case of discrepancy between this Service Contract and the form contract of the Counterparty (including, without limitation, limitation of liability, dispute resolution, etc.).

本服务合同及其附件和附录构成双方之间就本服务合同所涉及事项达成的全部协议，并取代双方之前和与此同时作出的所有其他声明或通信往来，包括口头的和书面的。本服务合同未经双方合法授权人员的书面同意不得修改或修订。如果本服务合同的相对方与西门子在本服务合同生效后另行就本服务合同所涉及事项签署该相对方的格式合同，双方确认同意：本服务合同与该相对方的格式合同不一致时，以本服务合同为准（包括但不限于，责任限制，争议解决等）。

15. **Notice** **通知**

All notices and changes to this Service Contract must be in writing. All notices shall be deemed to have been given on the date of service if personally served, or upon receipt if sent by certified or registered mail, postage

prepaid, to the address set forth on the first page of this Service Contract.

本服务合同项下的所有通知和修改应以书面形式作出。若通过亲自送达，通知发出之日视为已通知；若通过挂号信（邮费已付，寄到本服务合同第一页上的地址），通知收到之日为生效日。

16. Not-Assignable 不可转让

Without prejudice with the validity and enforceability of Section 10 -- Contract Transfer and Subcontract here above, this Service Contract may not be assigned or otherwise transferred, nor may any rights or obligations be assigned, subcontracted or otherwise transferred, by either Party without the prior written consent of the other Party hereto, provided, however that Siemens may assign this Service Contract in whole or in part and/or its rights and obligations hereunder without the consent of the Counterparty of this Service Contract or extend this Service Contract to an affiliate of Siemens or its local representative, or to a third-party successor in interest of all or part of the business to which this Service Contract relates, whether as a result of a change of ownership and/or as a result of the sale of all or a substantial part of the assets and/or all or a part of the business to which this Service Contract relates and/or in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution and any other type of business combination or business reorganization. Furthermore Siemens may sell its accounts receivable or assign any of its monetary rights under this Service Contract to any third party and/or have any obligation hereunder performed by a subcontractor without the prior written consent of the Counterparty of this Service Contract.

不影响上述第 10 条--合同转让和分包的效力和强制执行力，未经另一方事先书面许可，任何一方不得转让本服务合同或其项下的任何权利或义务、或分包本服务合同，但西门子可以将本服务合同全部或部分、或将西门子在本服务合同项下的权利和义务转让给西门子的关联公司、本地代表或因所有权变更和/或出售全部或实质性资产和/或任何形式的分拆、分立、合并、剥离、解散及任何其它形式的业务合并或重组而继承与本服务合同相关的所有或部分业务的第三方，而无需本服务合同的相对方同意。此外，西门子有权向任何第三方出售西门子应收账款或转让西门子在本合维修同项下的任何财务权利，和/或由分包商履行本供应合同项下的任何义务，而无需本服务合同的相对方事先书面同意。

17. Severability; Headings 可分割性；标题

No provision of this Service Contract which may be deemed invalid, illegal or unenforceable will in any way invalidate any other portion or provision of this Service Contract. Paragraph headings are for convenience only and will have no substantive effect.

如本服务合同某一规定被认定为无效、违法或不可执行，不影响合同其他部分或条款的效力。本服务合同各条款的标题仅为参考便利，无任何实质涵义。

18. Waiver 弃权

No failure and no delay in exercising, on the part of any party, any right under this Service Contract will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

合同任何一方未能或迟延履行本服务合同项下的权利不应视为对该权利的放弃，对特定权利的单独或部分行使不排除对任何其他权利的进一步行使。

19. Confidentiality 保密

Siemens and the Counterparty of this Service Contract shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as the pricing and payment terms under this Service Contract. Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees, agents and subcontractors having a need to know this information.

西门子和本服务合同的相对方应对对方提供或披露的关于披露方商业、客户和/或病人的任何信息以及本服务合同项下的维修服务价格和付款条件保密。一方应履行合理审慎义务对被披露信息进行保密，且该审慎程度不得低于其对自身保密信息的审慎程度。一方只得向需要了解该信息的雇员、代理人和分包商披露对方的保密信息。

The Customer/Counterparty of this Service Contract shall maintain the strict confidentiality of the pricing and payment

terms under this Service Contract, and warrants that without Siemens' prior written consent, it will not disclose such information to any third party (e.g., other customer or company, etc.). In case of any violation, Siemens is entitled to claim against the Counterparty of this Service Contract liquidated damages amounting to 10% of total contract value of this Service Contract; if such liquidated damages is not sufficient to compensate the actual losses suffered by Siemens, Siemens is entitled to claim additional amount against the Counterparty of this Service Contract to make up the shortage. If the Counterparty of this Service Contract is not the Customer, such Counterparty is obliged to cause the Customer to comply with equivalent confidentiality obligations, and shall provide joint and several warranty to Siemens.

用户/本服务合同的相对方应对本服务合同项下的价格和付款条件严格保密，未经西门子事先书面同意，保证不向任何第三方（例如：其他用户或公司等）披露该等信息。如有违反，西门子有权向本服务合同的相对方主张相当于本服务合同总金额 10% 的违约金；若该违约金不足以补偿西门子因此遭受的全部实际损失的，西门子有权另行向本服务合同的相对方索赔补足差额部分。若本服务合同的相对方不是用户，该相对方有义务责成用户遵守同等的保密义务，并向西门子承担连带保证责任。

The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

本条项下的保密义务不适用于披露时已进入公共领域的信息，也不适用于法院令状或法律规定要求披露的情形。

20. Removal of Healthineers Equipment from Coverage/Termination of Service Contract 医疗设备从合同范围中的删除/服务合同解除

20.1 End of Support of the Parts

备件停产

In the event the Healthineers Equipment cannot be repaired due to damaged parts which are out of supply by the original manufacturer of such spare parts, Siemens may, at its option, (i) terminate this Service Contract. In this context, this Service Contract shall terminate on the date when Siemens receives the call from the Customer/Counterparty of this Service Contract reporting the problem of the Healthineers Equipment ("Call"), and Siemens shall not be held responsible for any liability except that Siemens shall, on a pro-rata basis, refund the maintenance fee it has collected (if any) for the period from the date when Siemens receives the Call to the expiration date of the Service Contract, or (ii) remove any affected Healthineers Equipment, components, options or features from coverage under the Service Contract, with an appropriate adjustment to the Contract Value.

由于备件损坏，而该备件的原产厂商已停止备件供应，造成医疗设备无法修复，西门子可选择：（i）解除本服务合同。在此情况下，本服务合同应自西门子收到用户/本服务合同的相对方针对医疗设备故障的报修电话之日（“报修日”）解除，且西门子除按比例退还已收取的从报修日至本服务合同到期日期间的维修费用（如有）外，无须承担其他任何责任。（ii）将受影响的医疗设备、其组件、选择的服务或性能从服务合同的范围中删除，并同时做出合适的合同价格调整。

20.2 Permanent discontinued use of the Healthineers Equipment

医疗设备永久停用

The Counterparty of this Service Contract may terminate this Service Contract (if this Service Contract only covers single Healthineers Equipment) or remove Healthineers Equipment from coverage under this Service Contract (if this Service Contract covers multiple Healthineers Equipment) at any time upon no less than thirty (30) days prior written notice to Siemens if the use of the Healthineers Equipment is permanently discontinued. In this context, on the expiration date of the above notice period, this Service Contract shall terminate or the Healthineers Equipment shall be removed from coverage under this Service Contract (as the case may be) and Siemens shall not be held responsible for any liability except that Siemens shall, on a pro-rata basis, refund the maintenance fee of such Healthineers Equipment it has collected (if any) for the period from the expiration date of the above notice period to the expiration date of the Service Contract.

如果医疗设备已永久停用，在至少提前 30（三十）日以书面形式通知西门子后，本服务合同的相对方可以解除本服务合同（如果本服务合同范围仅含单个医疗设备）或将该医疗设备从本服务合同的范围中去除（如果本服务合同范围含多个医疗设备）。在此情况下，自上述通知期届满之日，本服务合同解除或医疗设备被从本服务合同的范围中去除（视实际情况而定），且西门子除按比例退还已收取的从上述通知期届满之日至本服务合同到期日期间的该医疗设备的维修费用（如有）外，无须承担其他任何责任。

20.3 Transfer of the Healthineers Equipment to a Third Party

医疗设备被转让给第三方

In addition, if the Customer/Counterparty of this Service Contract sells, transfers or otherwise disposes of the Healthineers Equipment to a third party and such party does not assume the obligations of the Customer under this Service Contract or enter into a new service agreement with Siemens with a term at least equal to the un-

expired term of this Service Contract, then the Counterparty of this Service Contract may terminate this Service Contract with respect to such Healthineers Equipment upon no less than thirty (30) days prior written notice to Siemens, in which case the Counterparty of this Service Contract shall pay to Siemens (i) all amounts due under this Service Contract through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, an amount equal to 25% of Contract Value for the remaining term of the Service Contract for such Healthineers Equipment.

另外，如果用户/本服务合同的相对方将医疗设备出售、转让或以其他方式转给第三方，并且该第三方未承担本服务合同项下相对方的义务或未与西门子签订了一个新的维修协议（该协议的有效期限至少等同于本服务合同的未履约期），在至少提前 30（三十）日以书面形式通知西门子后，本服务合同的相对方可以终止涉及该医疗设备的服务合同，在这种情况下，本服务合同的相对方应向西门子支付以下款项：(i) 截止到符合通知要求的有效终止日的本服务合同的所有到期款项，和(ii) 违约金，其数额相当于该医疗设备剩余合同期限相对应的合同价格的 25%。

20.4 Unilateral Termination by the Counterparty

相对方单方解约

If the Counterparty of this Service Contract, due to no reason for which Siemens shall be responsible, intends to unilaterally terminate this Service Contract or remove Healthineers Equipment from coverage under this Service Contract (if this Service Contract covers multiple Healthineers Equipment), the Counterparty of this Service Contract shall deliver no less than thirty (30) days prior written notice to Siemens, in which case the Counterparty of this Service Contract shall pay to Siemens (i) all amounts due under this Service Contract through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, an amount equal to 25% of Contract Value for the remaining term of the Service Contract or 25% of Contract Value for the remaining term of the Service Contract for the removed Healthineers Equipment (as the case may be).

如果非因西门子原因本服务合同的相对方拟单方面解除本服务合同或将某医疗设备从本服务合同的范围中去除（如果本服务合同范围含多个医疗设备），本服务合同的相对方应至少提前 30（三十）日以书面形式通知西门子；在这种情况下，本服务合同的相对方应向西门子支付以下款项：(i) 截止到符合通知要求的有效终止日的本服务合同的所有到期款项，和(ii) 违约金，其数额相当于剩余服务合同期限对应的合同价格的 25%或被删除的医疗设备在剩余服务合同期限对应的合同价格的 25%（视实际情况而定）。

20.5 Unilateral Termination by Siemens due to Overdue Payment by the Counterparty

西门子因相对方逾期付款而单方解约

If, due to overdue payment by the Counterparty of this Service Contract, Siemens terminates this Service Contract in accordance with Article 6.1 by delivering written notification, the Counterparty of this Service Contract shall pay to Siemens (i) all amounts due under this Service Contract through the effective date of termination notified by Siemens and (ii) as liquidated damages, an amount equal to 25% of Contract Value for the remaining term of the Service Contract.

如果西门子因本服务合同的相对方逾期付款而根据第 6.1 条书面通知解除本服务合同的，本服务合同的相对方应向西门子支付以下款项：(i) 截止到西门子通知所载终止日的本服务合同的所有到期款项，和(ii) 违约金，其数额相当于剩余服务合同期限对应的合同价格的 25%。

20.6 If due to the involvement of high-value options/spare parts, refund of/adjustment to Contract Value in the contexts mentioned above is otherwise agreed by the Parties in the main body of this Service Contract, such otherwise agreement shall prevail.

针对上述情形，如因涉及提供高值选/备件而由双方在本服务合同正文对发生相关情形时的退费/合同价格调整另有约定的，以该另行约定为准。

21. Cyber Security and Data Privacy

网络安全和数据保密

All the Parties of the Service Contract shall comply with the laws and regulations relating to cyber security and data protection. The Customer shall ensure that it will not disclose to the Siemens or grant the Siemens access to personal data, state secrets, important data or business secrets (collectively referred to as "Data") during performance of the Contract. Where such disclosure or access is necessary for the Siemens to perform this contract, The Customer is obliged to create the prerequisites required by law (including but not limited to, to obtain explicit consents from the owners of the Data, to conduct safety assessment, to report to authorities, when applicable), and obliged to notify the Siemens in writing in due advance, so as to enable the Siemens to collect, process, use, transfer to third parties, or transmit abroad such Data in a way compliant with applicable

laws. Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, the Siemens and its affiliates may for its own business purposes and/or for purposes relating to this Contract (e.g. project management, customer management etc.), collect, process, use, transfer to third parties, or transmit abroad the data received under this Contract. Customer shall fully indemnify Siemens and hold Siemens harmless from any claims, penalties or damages incurred due to Customer's failure to comply with this Clause.

服务合同各方均应遵守与网络安全和数据保护有关的法律规定。用户应保证其在履行合同的过程中不会向西门子披露或使西门子接触个人数据、国家秘密、重要数据或商业秘密（统称“数据”）。如果此等披露或使西门子接触该等数据是履行合同所必需的，则用户有义务创设法律规定的前提条件（包括但不限于：取得数据被收集者明确同意、安全评估、向有关部门报告，如适用），并应提前合理的时间书面告知西门子，从而使西门子可以以符合适用法律规定的方式收集、处理、使用、转移给第三方或向境外传输上述数据。在不损害用户知识产权且遵守适用法律的前提下，西门子及其关联方可为其自身商业目的和/或与合同相关的目的（例如：项目管理、用户管理等）收集、处理、使用、转移给第三方或向境外传输在本合同项下所收到的数据。用户应就其未能遵守本条款而产生的任何索赔、罚款或损害，充分补偿西门子，并使西门子免受损害。