

## 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 Agreement 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 Agreement, 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 Agreement 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 repairs and/or maintains 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 n 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 for 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 of 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 is 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, 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 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.
- 5.4 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 to 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.
- 5.5 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).
- 5.6 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.

5.7 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 Republic of China without regard of conflict 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 **Appendix 1** and **Appendix 2** 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 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 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.

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## 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 uMetaGenesis

- (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

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## APPENDIX 2

### Data Processing Agreement

Based on the contractual relationship between UIH and the Customer, such as the Sales and Maintenance Contract, UIH is obligated to provide maintenance services for the equipment to the Customer. All customer data processing activities involved in the provision of UIH maintenance services are governed by this Data Processing Agreement (hereinafter referred to as the “Agreement”). In the event of any conflict between the content of this Agreement and the Sales and Maintenance Contract or the Remote Maintenance Service Terms and Conditions, the terms of this Agreement shall prevail.

#### 1. Purpose and Scope of Application

- 1.1 This Agreement supplements the Sales and Maintenance Contract and the Remote Maintenance Service Terms and Conditions, and applies to all processing activities of Customer Data (including Personal Data) involved in the provision of maintenance services by UIH for Customer Equipment.
- 1.2 The scope and content of the maintenance services provided by UIH are detailed in **Appendix 3**.

#### 2. Categories, Purposes, Methods, and Duration of Personal Data Processing

- 2.1 The Customer understands and agrees that UIH's provision of maintenance services may involve the collection, storage, use, processing, transmission, provision, disclosure, deletion, and other such activities (collectively referred to as “Processing”) of Customer Data. Both Parties warrant that they will comply with applicable laws and regulations related to cybersecurity, data security, and personal data protection concerning the Processing of Customer Data.
- 2.2 The categories of Personal Data involved, as well as the purposes, methods, and duration of Processing related to the provision of UIH's maintenance services, are detailed in **Appendix 3**.

#### 3. Limitations on Data Processing

- 3.1 UIH shall not disclose, provide, leak, make public, or transfer across borders any Personal Data provided by the Customer to any third party without the Customer's prior written consent. This restriction does not apply to the disclosure or provision of data to UIH's subcontractors/sub-processors as stipulated in this Agreement.

#### 4. Sub-Processing of Data

- 4.1 Where it is directly necessary for achieving the purposes related to the services, and with the Customer's prior consent, UIH may provide Personal Data to its subcontractors/sub-processors for processing. The Customer understands and agrees that, for the purpose of better providing services to the Customer, UIH may sub-contract the services and related data processing to affiliated companies within the UIH Group. The list of subcontractors/sub-processors is detailed in **Appendix 4**.
- 4.2 UIH shall ensure that its subcontractors/sub-processors, employees, or representatives responsible for processing Personal Data comply with the agreements between the Parties and relevant data protection laws and regulations when performing the services under this Agreement. Upon expiration of this Agreement without renewal; or if the Agreement cannot continue due to force majeure or other reasons attributable to the Customer; or upon the Customer's instruction following a Data Subject exercising their rights, UIH shall, in accordance with applicable data laws, regulations, and industry requirements, delete or anonymize the Personal Data involved in this Agreement (including data stored by UIH or with service providers/subcontractors used by UIH) within the stipulated timeframe.

#### 5. Obligations for Data Security Protection

- 5.1 UIH shall formulate a basic policy and security management procedures for Personal Data processing, clarifying the fundamental principles and specific requirements for Personal Data processing. Based on these, UIH shall implement strict management of the Personal Data it processes. UIH shall take necessary organizational, personnel, physical, and technical security management measures to prevent

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leakage, alteration, loss, or unauthorized use of Personal Data.

- 5.2 When UIH processes Personal Data for the purpose of maintenance services, and is permitted under this Agreement to process Personal Data overseas, UIH shall require the overseas data processing controller to take necessary and appropriate security management measures in accordance with the personal data protection laws and regulations of that country. If the Customer requests information about the overseas data processing, UIH is obligated to inform the Customer of the name and contact information of the overseas data processing responsible person upon the Customer's written notification.
- 5.3 For Personal Data, the Customer acts as the controller or equivalent role under this Agreement and shall ensure that its data processing activities using the maintenance services meet the prerequisites for lawful basis of Personal Data processing. The Customer acknowledges and agrees that if the maintenance services require UIH to process Personal Data, UIH will act as the data processor or equivalent role, processing the Personal Data accurately and appropriately strictly within the term of this Agreement and solely for achieving the purposes of this Agreement, in accordance with the Customer's instructions; and shall bear the obligations and responsibilities for data protection and security within the scope of the entrusted processing.
- 5.4 The Customer is aware and agrees that the services provided by UIH are offered on an "as-is" basis within the limits of existing technology and conditions. UIH has implemented appropriate technical and organizational measures in accordance with applicable laws to protect Customer Data. However, UIH cannot constantly foresee and prevent service interruptions, data loss, and other security risks caused by force majeure such as viruses, Trojans, hacker attacks, system instability, defects in third-party services, or government actions. UIH shall be exempt from liability for such risks to the extent permitted by law.

## **6. Data Deletion**

- 6.1 Regarding data provided by the Customer, upon termination of this Agreement, if such data is no longer necessary or upon the Customer's request, UIH shall promptly return all data to the Customer or proceed with its deletion.

## **7. Response to Data Security Incidents**

- 7.1 Each Party shall implement necessary technical and organizational measures to prevent the occurrence of personal data security incidents (e.g., unauthorized access, alteration, leakage, deletion, etc.). If a Party discovers a cybersecurity incident related to the services, it shall notify the other Party within 48 hours and fulfill its statutory reporting obligations. In the event of a personal data security incident, UIH shall provide the Customer with necessary assistance in accordance with applicable data laws and regulations. The Customer shall bear the costs and assume legal obligations such as notification, reporting, and timely remediation as required by data laws and regulations. If the Customer requests assistance from UIH that exceeds the reasonable scope stipulated in this Agreement, the related costs shall be borne by the Customer.
- 7.2 In the event of an incident specified in the preceding paragraph, UIH shall not report to the relevant personal data supervisory authorities, nor notify or disclose the incident to data subjects or third parties, without the Customer's prior written consent.

## **8. Safeguarding of Data Subject Rights**

- 8.1 As the controller of Personal Data, the Customer bears independent responsibility for responding to Data Subject's rights requests related to this Agreement. When responding to Data Subject's rights requests (including but not limited to access, copying, correction, deletion, withdrawal of consent, account closure, etc.), if the Customer requires cooperation or necessary assistance from UIH, it shall notify UIH in writing. UIH shall respond and cooperate actively within a reasonable timeframe and scope. If the assistance requested by the Customer from UIH exceeds the reasonable scope stipulated in this Agreement, the related costs shall be borne by the Customer.

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8.2 Upon receiving any request from a data subject, UIH shall immediately notify the Customer. UIH shall not respond to such requests on its own unless authorized by the Customer.

**9. Inspections**

9.1 The Customer may conduct inspections regarding the performance of this Agreement, and UIH shall cooperate to the extent feasible. If the inspection incurs costs/expenses exceeding a reasonable scope, UIH may request the Customer to pay for them.

**10. Miscellaneous**

Matters not stipulated in this Agreement shall be governed by the provisions of the aforementioned Remote Maintenance Service Terms and Conditions.

### Appendix 3: UIH Maintenance Service Content and Related Personal Data Processing

UIH Maintenance Service Content	Data Processing Purpose and Method	Types of Data Processed	Processing Period
<p>1) On-site space planning.</p> <p>2) Customer training and communication.</p> <p>3) Spare parts management and logistics.</p> <p>4) Service report preparation and archiving.</p> <p>5) Service sales.</p> <p>6) Any other service scenarios that may involve access to Customer Data.</p>	<p>To provide the aforementioned services, necessary processing of data is conducted, such as contacting customers, communicating/training with customers, spare parts delivery, service report preparation and distribution, etc.</p>	<ul style="list-style-type: none"> <li>• General personal data of customer contacts (such as name, work address, work phone number, work fax number, work email address, work mobile phone number, department, and position)</li> <li>• General personal data of medical professionals (such as name, work address, work phone number, work fax number, work email address, work mobile phone number, department, and position)</li> </ul>	<p>Deletion is performed in accordance with legal requirements after the expiration of the Sales and Maintenance Contract service period.</p>
<p>1) Installation, commissioning, repair, maintenance.</p> <p>2) Remote technical support and diagnosis.</p>	<p>To provide the aforementioned services, necessary processing of data is conducted, such as downloading, storing, analyzing, and transmitting back data for equipment installation, commissioning, repair, maintenance, and remote service</p>	<ul style="list-style-type: none"> <li>• General personal data of customer contacts (e.g., name, work address, work phone number, work fax number, work email address, work mobile phone number, position)</li> <li>• General personal data of medical professionals (e.g., name, work address, work phone number, work fax number, work email</li> </ul>	

	purposes.	address, work mobile phone number, position) <ul style="list-style-type: none"> <li>• Personal health data of patients (e.g., images, electrocardiogram gating data, and medical record numbers)</li> </ul>	
Any other maintenance service scenarios that may involve Customer Data.	To process data for other maintenance service purposes.	Personal data required for other maintenance service purposes.	

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#### Appendix 4: List of UIH Subcontractors/Sub-processors Approved by the Customer

1	Name: Shanghai United Imaging Healthcare Co., Ltd.
	Address: 2258 Chengbei Rd, Jiading District, Shanghai, China
	Contact details: <a href="mailto:dataprivacy@united-imaging.com">dataprivacy@united-imaging.com</a>
2	Name: Microsoft (China) Co., Ltd. <i>Remark: Processor uses sub-processor merely for the storage of data. Country/Territory where processing is performed depends on the selected region and service set-up. In principle, Customer Data will be stored in the country/region where the Customer is located.</i>
	Address: Building 1, Microsoft Building, No. 5 Danling Street, Haidian District, Beijing 100080, China
	Contact details: Ren Xiaomei, <a href="mailto:Xiaomei.Ren@microsoft.com">Xiaomei.Ren@microsoft.com</a>