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1. GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS

1. Services.

- 1.1 The services ("**Service(s)**") included in the quotation and/or Attachment A, as applicable (the "**Quotation**") will be provided by the Philips Entity ("**Philips**") entering into this Customer Service Agreement with Customer as identified in the Quotation. Philips will provide the Services to Customer for the equipment and software listed in the Quotation (the "**Equipment**") that is at the location in the Quotation (the "**Site**"), and certain Service deliverables will be provided for the exclusive benefit of the Site, under the terms and conditions described herein, including the Quotation, any exhibits and attachments, each of which are hereby incorporated (collectively, the "**Agreement**").

2. Access to Equipment.

- 2.1 Customer shall make the Equipment available to Philips at a mutually agreed date and time. If the Equipment is not available at the agreed upon time, Philips or Customer may attempt to reschedule the Service or cancel the Service. Philips may charge Customer at the then-current demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

3. Price.

- 3.1 In consideration for the Services to be performed by Philips, Customer shall pay the prices defined in the Quotation (the "**Contract Price**").
- 3.2 The Contract Price is a gross amount but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, consumption tax or any other similar tax, Philips will charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer in addition to the Contract Price. Customer shall provide Philips with an appropriate exemption certificate in advance of the date the Service is invoiced, or Customer shall pay all taxes per Philips' invoice.
- 3.3 Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing, during the term of the Agreement set forth in the Quotation and incorporated herein ("Term"). Such adjustment in pricing requires thirty (30) day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than five percent (5%) change annually. Price adjustments shall be in accordance with:
- 3.3.1 For customers in the United States, the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at <http://www.bls.gov/cpi>.
- 3.3.2 For customers in Canada, the Consumer Price Index published by Statistics Canada on its website at https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes.
- 3.4 Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:
- 3.4.1 the location of the Equipment changes;
- 3.4.2 any ambient conditions of operation (e.g., installation or de-installation of air-conditioning system) of the Equipment at the location change;
- 3.4.3 any additional equipment is acquired by the end-user which should be added to the inventory list of Equipment;
- 3.4.4 the Equipment is (partly) removed or taken out of service by Customer; and/or
- 3.4.5 the incoming main power supply and protective earth configuration changes, becomes unreliable, or is no longer in accordance with the Equipment specifications.
- 3.5 List Price Harmonization. In an effort to simplify and harmonize Philips services and/or products portfolio pricing structure Philips may, no more than once during the term of the Agreement, unilaterally adjust the price list and discount schedule for services and/or products under this Agreement, with no impact to the current net price. Philips will:
- 3.5.1 Provide thirty (30) days' written notice prior to fixing the net price of the service(s) and/or product(s) sold under this Agreement for twelve (12) months (the "Lock Period") at the net price (the "Lock Price") of the service(s) and/or product(s) in effect at the time of Customer's receipt of the written notice.
- 3.5.2 Provide an updated Agreement price file showing the new list price and new discount, which together will not change the Lock Price set at the beginning of the Lock Period.
- 3.5.3 Upon termination of the Lock Period, the net price of the service(s) and/or product(s) will be maintained in the manner defined in the Agreement.

4. Payment.

- 4.1 Customer shall pay the Contract Price to Philips within thirty (30) days from the date of invoice in accordance with the instructions on the invoice.

- 4.2 Customer shall make any payments under this Agreement without any set-off, withholdings, or any other deductions.
- 4.3 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers. All check payments over \$50,000 USD or CAD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.
- 4.4 Customer shall pay interest on any amount not paid when due at the annual rate of twelve percent (12%) in the case of the U.S., which may be billed on a monthly basis or at the maximum rate permitted by applicable law for Canada. If Customer fails to pay any amounts due or breaches these Conditions of Service, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.
- 4.5 If the Quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.
- 4.6 If the Term of the Agreement is greater than one (1) year in duration, and Customer provides Philips a purchase order (PO) for a period of time less than the Term, then Customer will promptly provide Philips updated POs to fulfill the entire Term.
- 4.7 If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Agreement or by law, at its option:
 - 4.7.1 withhold or suspend performance under the Agreement until all payments from Customer have been received by Philips;
 - 4.7.2 deduct the unpaid amount from any amounts otherwise owed to Customer under any agreement by Philips or any of Philips' Affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with Philips ("control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity));
 - 4.7.3 declare all sums outstanding to become immediately due and payable under the Agreement;
 - 4.7.4 commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorneys' fees; and/or
 - 4.7.5 if Customer does not cure its payment failure in accordance with Section 17.5.1, terminate this Agreement with ten (10) days' notice to Customer.
- 4.8 If Customer has contracted with a third-party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

5. **Exclusions.**

The Services do not include, unless specifically agreed otherwise in the Quotation:

- 5.1 servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that is at the Site;
- 5.2 servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;
- 5.3 service specifically excluded in the Quotation;
- 5.4 any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the Equipment with other manufacturers' product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use, or maintenance of the Equipment, including any components, e.g., detectors, transducer, or coils, by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with, the Equipment, including any components, e.g., detectors, transducer, or coils;
- 5.5 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors, or explicitly excluded in the Quotation;
- 5.6 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;

- 5.7 the cost of consumables, accessories, and auxiliaries, including but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adaptor cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;
- 5.8 cosmetic repairs;
- 5.9 the cost of factory reconditioning or rebuilds;
- 5.10 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates); and
- 5.11 maintenance or repair, including the cost thereof, of non-Philips manufactured products, unless specified otherwise in this Agreement.

6. Customer Responsibilities

During the Term of this Agreement, Customer shall:

- 6.1 Comply with all applicable laws, rules, and regulations; Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips;
- 6.2 Report immediately to Philips, and reasonably cooperate with Philips in investigating, any event of which Customer becomes aware that suggests that any Services or products provided by Philips, for any reason:
 - 6.2.1 may have caused or contributed to a death or serious injury, or
 - 6.2.2 have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Services or products provided by Philips hereunder, unless otherwise required by law.
- 6.3 ensure that the Site is maintained in a clean and sanitary condition, and that the Equipment, product, and/or part is decontaminated prior to service, shipping, or trade-in as per the instructions in the user manual;
- 6.4 ensure the proper removal and disposal of any hazardous material;
- 6.5 maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
- 6.6 use the Equipment in accordance with the published manufacturer's operating instructions;
- 6.7 make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;
- 6.8 provide Philips with broadband internet Wi-Fi access for business purposes;
- 6.9 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by:
 - 6.9.1 supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Equipment and Customer network; if the router is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;
 - 6.9.2 maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
 - 6.9.3 allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;
 - 6.9.4 providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;
 - 6.9.5 supporting the installation of service tools (as stipulated in Section 10) for connection to the Equipment and Customer network and by maintaining such connectivity to enable remote servicing as well as (automatic) downloads and installs of (security) updates of the service tools;
 - 6.9.6 maintaining the established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection (e.g., by switching of the host computer of the MRI Equipment)); and
 - 6.9.7 facilitating the reconnection by Philips in case of any temporary disconnection occurs;

- 6.10 If Customer fails to provide the access described in Section 6.9 and so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee and shall be responsible for any damage due to such failure;
- 6.11 provide Philips and its subcontractor's service personnel with full and free access to the Equipment at the scheduled service time;
- 6.12 if applicable, provide invitation letters and support visa application and travel requirements in case necessary; and
- 6.13 timely return defective spare parts to Philips in accordance with the terms of this Agreement; and ensure that all staff working on the Equipment covered under this Agreement are trained and qualified in accordance with all applicable laws and good industry practice.

7. Warranty Disclaimer.

- 7.1 Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, shall be performed in a good and workmanlike manner, subject to applicable Terms of Service, including any exclusions. Philips provides no additional warranties under this Agreement. All Services and parts provided under this Agreement are provided "as is". PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitations of Liability.

- 8.1 **THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PARTS AND SERVICES FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, TORT (INCLUDING NEGLIGENCE), UNLAWFUL ACT, OR OTHERWISE IN CONNECTION WITH THE SERVICE IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE SERVICE THAT GAVE RISE TO THE CLAIM.**
- 8.2 **PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, AND/OR FOR ANY DAMAGES INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SERVICE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE EQUIPMENT.**
- 8.3 **THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SERVICE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.**
- 8.4 **THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 8.1:**
 - 8.4.1 **THIRD-PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.**
 - 8.4.2 **CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.**
 - 8.4.3 **OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION.**
 - 8.4.4 **FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.**

9. End of Life.

- 9.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR EQUIPMENT, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE.
- 9.2 If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

10. Proprietary Service Materials.

10.1 In connection with the Services, Philips may deliver or transmit to the Site certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer hereby consents to this delivery, storage, attachment, installation, and use of such proprietary service materials, and Customer consents to the presence of a Philips' locked cabinet or box at the Site for storage of this property and to Philips' removal of all or any part of this property at any time, all without charge to Philips. Customer agrees to return any service tools that are no longer required on-site to Philips and to take responsibility for exportation, duties, fees, and transport cost, all in accordance with Philips' instructions; failure to do so entitles Philips to invoice Customer for the value of the respective tool. Customer will protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party and Customer will be liable for any violation thereof. Customer shall immediately report to Philips any violation of this provision.

11. Confidentiality.

11.1 Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees, and in the case of Philips, its Affiliates and subcontractors having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to (i) information in the public domain at the time of disclosure, (ii) information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or (iii) information that is required to be disclosed by law or by court order. The confidentiality obligations herein will expire five (5) years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it shall first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party.

12. Compliance with Laws & Privacy.

12.1 If any provision of these Conditions of Service is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Service, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision. The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

12.2 For customers in the United States, each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices, federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

12.3 To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).

12.4 To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services or parts pursuant to these Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services

pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time, to these Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

12.5 Excluded Provider. As of the date of the sale of the Services, Philips represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Services and parts provided under these Terms and Conditions of Service (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Services not yet rendered and parts not yet shipped prior to a date of exclusion.

12.6 To the extent applicable to your state, it is Customer's responsibility to notify Philips if any portion of the Quotation is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the Quotation is funded under ARRA on its purchase order or other document issued by Customer.

12.7 For those customers where Canadian Federal and/or Provincial privacy laws ("Canadian Privacy Laws") apply, Philips and Customer will comply with Canadian Privacy Laws in fulfilling their respective obligations hereunder. Customer acknowledges that Philips may be required, in limited circumstances, to store or grant access to Personal Data to the original equipment manufacturer (OEM) or its Affiliates located outside of Canada. Unless otherwise permitted by law, such disclosure will be limited to exceptional circumstances where it is necessary for the purposes of installing, implementing, maintaining, repairing, trouble shooting, or upgrading the Equipment, or where data recovery assistance from the OEM is necessary. Where required by law, any such disclosure will be limited to temporary access and storage for the minimum time necessary for the purpose and only as required in order to meet the requirements of this Agreement. Customer acknowledges and agrees that Customer is responsible for obtaining all required consents and providing all required notices to individuals to allow Philips and its subcontractors to process Personal Data for the purposes set out herein.

13. Processing of Personal Data.

13.1 During provision of the Services, Philips and/or its Affiliates may process information, in any form, that may qualify as personal data, which is information relating to an individual from which that individual can be directly or indirectly identified. Philips and/or its Affiliates will: (i) process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of Customer (the terms and conditions governing Philips' handling, processing, storage, or use of PHI are set forth in the Business Associate Agreement or Addendum between the parties) and (ii) process information such as log files or device parameters (which may contain personal data) to provide the Services and to enable its compliance with and performance of its task as manufacturer of medical devices under the applicable regulations and standards, including but not limited to the performance of vigilance, post-market surveillance and clinical evaluation related activities.

14. Use of Non-Personal Data.

14.1 Customer agrees that Philips and/or its Affiliates may use any data other than personal data generated by the Equipment and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of Philips products and Services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.

15. Export Control.

15.1 The provision of Service may be subject to the granting of governmental export licenses. In the event that such licenses or an end-user statement are required, Philips will contact Customer immediately and Customer shall provide Philips with such documents on first request. In case the provision of the Services becomes restricted or forbidden due to changed export control laws, Philips may suspend or terminate, at its option, the execution of its obligations under this Agreement without incurring any liability toward Customer other than reimbursing any amounts received for Services not yet rendered.

16. Subcontracts and Assignments.

16.1 Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Philips may, without prior notice or consent, assign this Agreement to its parent corporation, any of its Affiliates, or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase or public offering, as long as the party who receives the assignment assumes all of Philips' obligations hereunder. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

17. Term and Termination.

17.1 This Agreement is non-cancelable by Customer unless as expressly set forth in this Agreement and will remain in effect for the Term.

17.2 Either party may terminate this Agreement upon written notice in the event that the other party becomes or is deemed to be insolvent, discontinues business, is unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction. If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

17.3 If Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, and such third party assumes the obligations of Customer under this Agreement or enters into a new service agreement with Philips, the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of Customer under this Agreement, then Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days' prior written notice to Philips, in which case Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

17.4 Customer may terminate this Agreement, wholly or partially, upon sixty (60) days' written notice to Philips:

17.4.1 representing that any of the Equipment is being permanently removed from the Site and is not being used in any other Customer site, or

17.4.2 specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such sixty (60) days' notice period.

17.5 Philips may terminate this Agreement, wholly or partially:

17.5.1 if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within sixty (60) days of a written notice, or

17.5.2 as described in Section 4 (Payment) and Section 9 (End of Life).

18. Independent Contractor.

18.1 Philips is Customer's independent contractor. Nothing in this Agreement shall be construed to designate Philips or Philips' employees or Philips' subcontractor or any of its employees as Customer employees, agents, or partners. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' or other representatives' acts or omissions related to any services that are performed by Customer's employees or representatives under this Agreement.

19. Force Majeure.

19.1 Each party shall not be liable in respect of the non-performance of any of its obligations (except for payment obligations for Services rendered) to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors. If force majeure prevents Philips from performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

20. Third-Party Products Provided by Philips.

20.1 To the extent a third-party products service plan is explicitly identified in the Quotation, Philips shall be responsible for servicing third-party products provided by Philips. Otherwise, Philips is not responsible for servicing any third-party products provided by Philips to Customer.

21. Communication.

21.1 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

22. Entire Agreement.

22.1 This Agreement, including all applicable Exhibits as attached hereto, constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and

Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are expressly rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The Quotation and the service-specific Exhibits listed on the face of this Agreement, and any associated attachments, are incorporated herein as they apply to the Services listed on the Quotation and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms set forth in an Exhibit conflict with terms set forth in these "General Customer Service Terms and Conditions," the terms set forth in the other Exhibits shall govern with the exception of Section 8 hereof. If any terms set forth in this General Customer Service Terms and Conditions or an Exhibit conflict with terms set forth in the Quotation, the terms set forth in the Quotation shall govern. For avoidance of doubt, a reference to "Imaging" or "Imaging Services" equals a reference to Services to Philips' MRI, CT, AMI, DXR, Ultrasound, or IGT-Systems devices.

23. Amendment.

23.1 Save and except for items where Philips has retained the right to unilaterally amend the terms of this Agreement, this Agreement may not be amended except by written instrument signed by both parties.

24. Choice of Language.

24.1 This Agreement is drawn up in English pursuant to the formal request of parties. Cette entente a été rédigée en anglais à la demande expresse des deux parties.

25. Authority to Execute.

25.1 The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy of this Agreement or any such counterpart is deemed the equivalent of an original and any such copy constitute evidence of the existence of this Agreement.

2. [Canada only] ANNEX – DATA PROCESSING AGREEMENT

1. Scope, roles of the Parties and definitions

- 1.1 **Scope:** This data processing agreement (“DPA”) applies when Personal Data are provided to Philips and Processed by Philips on behalf and by instruction of Customer for the provision of the Services (“Customer Data”). This DPA is governed by the terms of the Agreement between Philips and Customer (“Parties”). By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under mandatory laws and regulations of a country (“Applicable Laws”), in the name and on behalf of Customer’s Affiliates.
- 1.2 **Roles of the Parties:** Parties acknowledge and agree that with regard to the Processing of Customer Data, Philips will act as Processor for Customer, who acts as Controller (or Processor). If Customer is a Processor, Customer warrants that its instructions and actions with respect to the Customer Data have been authorized by the relevant Controller.
- 1.3 **Definitions:** The definitions used in this DPA have the same meaning as in the Agreement or Applicable Laws. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity (“control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity).

2. Processing of Customer Data & termination

- 2.1 **Processing of Customer Data:** The subject-matter of the Processing of Customer Data is the provision of the Services, as described in the Agreement. The nature of the Processing of Customer Data may include hosting and storage; computing; service change management; technical support/issue resolution and such other Services set forth in the relevant documentation made available by Philips or otherwise agreed between the Parties. The categories of Individuals whose Personal Data will be subject to Processing by Philips include: any individuals whose Personal Data is provided to Philips via the Services, such as patients or Customer’s personnel, suppliers, and end-users. The categories of Customer Data may include: any Personal Data provided to Philips such as health-related data.
- 2.2 **Termination:** This DPA remains in effect during the Term plus, if applicable, a period of three (3) months after the Term, during which Philips may keep Processing Customer Data to enable business continuity (“Run-Out Period”) after which it will terminate by operation of law.

3. Obligations of Customer

- 3.1 Customer shall Process Customer Data in compliance with the Applicable Laws, including when acquiring Customer Data and when instructing Philips to Process Customer Data.

4. Obligations of Philips

- 4.1 **Customer instructions:** Philips shall Process Customer Data only: (i) on behalf and for the benefit of Customer; (ii) in accordance with the instructions of Customer as documented in this DPA; (iii) for the provision of the Services; and (iv) to the extent required or permitted by the Applicable Laws that Philips is subject to.
- 4.2 **Non-disclosure:** Philips shall not disclose Customer Data to any third party without the prior written approval of Customer, except where such disclosure is required or legally permitted to: (i) perform the Services; (ii) comply with a legal obligation; or (iii) comply with a valid and binding order of a governmental body or court.
- 4.3 **Confidentiality:** Philips shall ensure that its employees and any other person authorized to Process Customer Data: (i) are informed of the confidential nature of the Customer Data, (ii) will have access to Customer Data only to the extent necessary to perform the Services, and (iii) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.4 **Security:** Philips shall maintain appropriate technical and organizational measures to safeguard security (including protection against unauthorized or unlawful Processing and Personal Data Breaches, confidentiality, and integrity of Customer Data), as set forth in the relevant security documentation provided by Philips in relation to the Services or as otherwise agreed between the Parties.
- 4.5 **Personal Data Breach:** Philips shall notify Customer, without undue delay, if Philips becomes aware of a Personal Data Breach as determined by Philips in compliance with Applicable Laws. Such notification may be delivered to one or more of Customer’s representatives by any means Philips selects, including via email. Philips shall undertake reasonable efforts to identify the cause of a Personal Data Breach and take those steps as Philips deems necessary and reasonable to remediate the cause of such Personal Data Breach to the extent the remediation is within Philips’ reasonable control.
- 4.6 **Privacy Requests:** Taking into account the nature of the Services, Philips shall take reasonable steps to assist Customer, at Customer’s expense, with appropriate technical and organizational measures, insofar as reasonably possible, in the fulfillment of Customer’s obligation to respond to requests from an Individual to exercise its rights as set forth by the Applicable Laws.
- 4.7 **Deletion of Customer Data:** Upon the termination of the relevant Service(s), Customer hereby instructs Philips to delete Customer Data that are no longer required for the performance of the Services or alternatively Philips’ discretion to anonymize such Customer Data in such a way that the Individual cannot be identified, unless Philips is required or permitted to retain certain Personal Data in accordance with Applicable Laws. Once such Customer Data are anonymized, Customer authorizes Philips to process the anonymized data for its own purposes.

- 4.8 *Cooperation and audit*: At the reasonable request of Customer, Philips shall make available to Customer all information necessary to demonstrate compliance with its obligations under Applicable Laws. Philips shall take reasonable steps to cooperate with and assist Customer, at Customer's expense, to comply with Customer's obligations under Applicable Laws and if so required, to provide to Customer a certification issued by a qualified independent third-party assessor that Philips' business processes and procedures involving the Processing of Customer Data comply with this DPA.

5. Sub-Processors

- 5.1 *Consent to Sub-Processors' engagement*: Customer hereby grants to Philips an authorization for the following Processors, engaged by Philips and its Affiliates to Process Customer Data ("Sub-Processors"): (a) Philips' Affiliates; and (b) those entities listed on <https://www.philips.com/a-w/privacy.html> and any other third-party Sub-Processors as necessary from time to time to provide the Services. This authorization constitutes Customer's prior written consent to the subcontracting by Philips of the Processing of Customer Data.
- 5.2 *Sub-Processor engagement requirements*: When Philips engages a new Sub-Processor, Philips shall enter into a written agreement with each Sub-Processor containing data protection obligations not less protective than those in this DPA and subject to the terms set forth in the Agreement, shall be liable for the acts and omissions of its Sub-Processors regarding the Processing of Customer Data to the same extent Philips would be liable when performing the Services of each Sub-Processor itself under the terms of this DPA.

6. Transfers of Customer Data

- 6.1 Without prejudice to any applicable data restrictions specified in the Agreement, Philips may Process Customer Data globally as necessary to perform the Services. To the extent such global access involves a transfer of Customer Data subject to cross-border transfer restrictions under Applicable Laws, such transfers shall be subject to: (i) for transfers to Philips Affiliates, the terms of the Philips Processor BCRs (which are incorporated by reference and form an integral part of this DPA and are accessible on <https://www.philips.com/privacy>) and (ii) for transfers to third-party Sub-Processors, security and data privacy requirements consistent with the relevant requirements of this DPA and Applicable Laws.

3A. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR IMAGING SERVICES

1. Services.

- 1.1 **Initial Inspection.** Within ninety (90) days following the Effective Date of this Agreement, Philips will inspect each Equipment not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturer specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturer specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rate. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from this Agreement.
- 1.2 **Planned Maintenance Service.** Unless otherwise indicated in the Quotation, Philips will provide planned maintenance Services including general Equipment inspection and planned remedial maintenance activities of non-emergency nature, as well as Equipment monitoring via remote network connection in order to identify potential technical issues with the Equipment and proactively initiate service action to address such potential issue. The so initiated service action will be provided, in most cases, as part of the planned service activities at the Site. Philips will provide such planned maintenance during the hours of coverage (as defined in the Quotation) at a time that is mutually agreed upon. Philips will provide Customer a planned maintenance schedule for the Equipment(s). For Ultrasound Equipment, Philips will not provide planned maintenance Services unless the Equipment's specifications explicitly require such Services and/or such Services have been explicitly included in the Quotation. Trained Philips personnel will perform the planned maintenance activities. Cost incurred through system failure after planned maintenance activities performed will be charged to Customer at the then-current Philips billable rate for parts and labor services, if not covered by the Agreement.
- 1.3 **Corrective Maintenance Service.** Unless otherwise indicated in the Quotation, Philips will provide corrective maintenance Services including repair activities due to Equipment malfunctioning and provide replacement parts, on Exchange Basis (as defined below), as necessary to repair the Equipment, all as indicated in the Quotation. Corrective maintenance can be provided remotely or on-site at Philips' discretion.
- 1.4 **Equipment Updates.** If Philips determines an Equipment update is necessary to address material Equipment performance issues, Philips will notify Customer, schedule service at a mutually agreeable date and time, and install Equipment updates made available by Philips or the Original Equipment Manufacturer (OEM). Equipment updates mean revisions to Philips or OEM proprietary system software without extending functional capabilities and without hardware changes. Philips will not install operating system software updates or upgrades, or software options or upgrades that are offered separately for sale by the OEM or Philips.
- 1.5 **User Quality Control Mode (UQCM, Image Guided Therapy interventional and surgical c-arm systems only).** If the Quotation includes UQCM, the following applies: User Quality Control Mode (UQCM) is aimed at verifying and auditing the Azurion's image quality and X-ray dose performance, as well as Image representation on the displays – fast, frequently and flexibly – via the system's user interface in the control room. The UQCM measurements comply with the global industry standard as documented in NEMA XR 27. For frequent Quality Assurance purposes, a five (5)-minute verification protocol has been developed.
- 1.6 **EasySwitch (BlueSeal MR Systems only).** If the Quotation includes EasySwitch, the following applies: If EasySwitch is used more than two (2) times within a single contract year, Philips will charge Customer for MRI recovery Services at Philips' then current standard rates for time and materials.

2. Service Coverage.

- 2.1 Philips will provide the Service elements included in the Agreement as indicated in the Quotation ("**Service Coverage**"). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage, service or repair parts that is not otherwise included in this Agreement). Subject to the availability of personnel and repair parts, Philips will provide such additional service and repair parts and invoice Customer at Philips' then-current standard rates for time and materials.
- 2.2 **Labor and Travel.** Unless indicated otherwise in the Quotation, labor, and travel hours (on-site and remote) necessary to perform the Services are included in the Agreement.
- 2.3 **Parts.** Philips will provide parts necessary for the maintenance of the Equipment on the Site, on Exchange Basis (as defined below), as indicated in the Quotation.
 - 2.3.1 Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.
 - 2.3.2 Parts removed for replacement, and any unused spare part, become the property of Philips and Philips will remove parts from the Site ("**Exchange Basis**"). Customer may not resell or exchange such parts with any third party. Customer shall make such parts available and return them to Philips or Philips' subcontractor performing the Services. Failure by Customer to return spare and used parts will result in additional invoicing by Philips of the spare part value.
 - 2.3.3 Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer's request and expense.
- 2.4 **Hours of Coverage.** Philips will provide planned and corrective maintenance Services during the service window hours as indicated in the Quotation excluding Philips observed public holidays.

- 2.5 **Response Time.** Philips uses commercially reasonable effort to provide initial/remote response (i.e., call back by a Philips specialist to assess the problem) and on-site response (i.e., start of repair or actions related to repair by Philips on-site) within the response times as listed in the Quotation.
- 2.6 **System Availability.** Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation. For the avoidance of doubt, unless "Uptime Guarantee" is included in the Quotation, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.
- 2.7 **Service Performance Manager.**
- 2.7.1 Philips aims to provide Customer with service performance and Equipment operation data for Equipment covered hereunder ("Service performance Dashboard and reporting"). The Service Performance Dashboard and Reporting shows the overall performance information for covered Equipment.
- 2.7.2 Philips will use reasonable efforts to continuously improve the accuracy of the dashboard representation of insights; however, Philips cannot be held liable in any way for any claim or liability arising due to the use of data/insights for any decisions made in reliance on the data/insight.
- 2.7.3 The dashboard and insights are delivered via cloud hosted platform and with connectivity to the Site with due care taken to comply with security requirements set forth in the Agreement. The dashboard is made available to Customer via access license for the Term of the Agreement. Philips may, in its sole discretion, make changes or cancel any access to the dashboard or features associated with it based on the terms and conditions of the Agreement.

3. **Exclusions.**

Unless otherwise specified in the Quotation, the Services do not include:

- 3.1 maintaining or repairing third-party products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers, magnet replacement, magnet refrigeration system (coldhead, compressor, chillers, cryogenics), MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), lasers, klystrons and thyratrons, magnetrons, plumbicons, waveguides, attachments, and catheters and/or wires;
- 3.2 maintenance or repair, including the cost thereof, required due to any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to or that disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment or to permit unauthorized access.

4. **Customer Responsibilities.**

- 4.1 During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and guidance provided by Philips from time to time.

(For MRI related Services) During the term of this Agreement, Customer shall:

- 4.2 maintain the Site and operating environment in accordance with the Philips specifications, including but not limited to:
- 4.2.1 ensuring uninterrupted facility power quality for the MR Equipment (including its cryogenic refrigerator system) and for the chilled water system;
- 4.2.2 ensuring uninterrupted facility chilled water flow, temperature and quality for the MR Equipment (including its cryogenic refrigerator system);
- 4.2.3 maintain facility temperature and relative humidity;
- 4.2.4 ensure the static and dynamic B0 environment (magnetic field environment) stability;
- 4.2.5 prevent any ferromagnetic material from entering the area of the MRI Equipment; all in accordance with the Philips specifications.
- 4.3 never switch off the host computer of the MRI Equipment.
- 4.4 accept remote, centralized magnet 'health' monitoring for all magnet related parameters such as the liquid helium level of the MRI Equipment and the functioning of the MRI Equipment refrigeration system (also known as the "Cold head and Cryo-compressor system").
- 4.5 if the remote connectivity of the MRI Equipment and/or the magnet 'health' monitoring (as described in Section 4.3 above) has not been accepted by Customer and so those have not been established, record and report to Philips on a weekly basis:
- 4.5.1 the level of the liquid helium of the MRI Equipment; and
- 4.5.2 the status of the MRI Magnet refrigeration system.

4.6 immediately inform Philips in case:

4.6.1 an on-screen message appears on the system computer that helium refill is required; or

4.6.2 the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

4.6.3 a sudden, unexpected drop of liquid helium level is encountered; or

4.6.4 the MRI magnet refrigeration system is out of order and/or not operational.

4.7 act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

4.8 inform Philips timely of any planned power outages.

5. Access to Equipment.

5.1 Customer shall make the Equipment available at a mutually agreed day and time. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer to reschedule a mutually agreeable day and time for the service. Customer's failure to make equipment available a second time may constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability. Customer agrees to pay Philips at the then-current demand service rates for the time that Philips' or its subcontractor's personnel waits for access to the Equipment.

6. Contract Administration.

6.1 The Parties will introduce all Equipment listed in the Quotation into an inventory list to register and keep up to date the equipment coverage of the Agreement during the Term. Customer may request the addition of additional system(s) to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. Such equipment will be added to this Agreement after receipt of the signed inventory list modification form. Customer may delete Equipment from the inventory list only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control, and Customer notifies Philips in writing with a sixty (60) days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.

3B. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR IMAGING SERVICES WITH CUSTOMER’S BIOMED FIRST-LINE SUPPORT AND/OR FOR USER QUALITY CONTROL MODE (UQCM) FOR MEDICAL PHYSICISTS

1. Services.

- 1.1 **User Quality Control Mode (UQCM) (image guided therapy interventional x-ray and surgical c-arms only).** If the Quotation includes UQCM, the following applies: User Quality Control Mode (UQCM) is aimed at verifying and auditing the Azurion’s image quality and X-ray dose performance, as well as Image representation on the displays – fast, frequently and flexibly – via the system’s user interface in the control room. The UQCM measurements comply with the global industry standard as documented in NEMA XR 27. For frequent Quality Assurance purposes, a five (5)-minute verification protocol has been developed.
- 1.2 **EasySwitch (MR only).** If the Quotation includes EasySwitch, the following applies: EasySwitch Service Support is aimed at reducing additional service costs for recovery in case of: an item becomes stuck in the bore, magnet discharge in preparation for a disaster or magnet re-energize after a long-lasting power shutdown. It includes maintenance for EasySwitch service innovations (controls, integrated discharge and re-energize tools and redundant air-cooled compressor), remote support and guidance for EasySwitch On/Off, on-site FSE recovery (de-energize, re-energize, shim-check, re-shimming if needed). The magnet may need shimming after an EasySwitch On/Off cycle and the shim integrity must be checked. Additional charges apply in case EasySwitch is used beyond these three use cases or more than two (2) times within a single contract year.

2. Service Coverage.

- 2.1 Philips will provide the Service elements included in the Agreement as indicated in the Quotation (“**Service Coverage**”). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage, service or repair parts that is not otherwise included in this Agreement). Subject to the availability of personnel and repair parts, Philips will provide such additional service and repair parts and invoice Customer at Philips’ then current standard rates for labor and Philips’ then current published list price for parts.
- 2.2 **Labor and Travel.** Unless indicated otherwise in the Quotation, labor and travel hours (on-site and remote) necessary to perform the Services are included in the Agreement.
 - 2.2.1 If 2nd response is included in the Quotation, then prior to receiving such coverage, Customer shall follow the following process. Customer’s trained engineer shall attempt to resolve issue. If Customer’s trained engineer is unable to resolve the issue, then Customer shall contact Philips Customer Solutions Center. If Philips Customer Solutions Center is unable to remotely resolve the issue, then Philips shall dispatch an engineer to the Site within the agreed response time. Customer engineer will be present during all such visits. If the Equipment requires any major component replacements, (for example: tubes, flat panel detectors, and coldheads), then Philips must be present for such replacements.
 - 2.2.2 If Customer has not purchased labor coverage, Customer may request service outside the Service Coverage. Subject to the availability of personnel, Philips will provide such service and invoice Customer at Philips’ then-current time and material rates.
- 2.3 **Parts.**
 - 2.3.1 Philips will provide parts necessary for the maintenance of the Equipment on the Site, on Exchange Basis (as defined below), as indicated in the Quotation.
 - 2.3.2 Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.
 - 2.3.3 Parts removed for replacement, any not used spare part, become the property of Philips and Philips will remove parts from the Site (“**Exchange Basis**”). Customer may not resell or exchange such parts with any third party. Customer shall make such parts available and return them to Philips or Philips’ subcontractor employees performing the Services. Failure by Customer to return the spare part within fourteen (14) days of receipt of new, returnable part will result in additional invoicing by Philips of the spare part value.
 - 2.3.4 If only 2nd line response is included in the Quotation, and Customer has not purchased parts coverage, Customer may request parts to maintain, service, or repair the Equipment at the Site on Exchange Basis. Subject to the availability of such parts, Philips will sell such parts and invoice Customer at Philips’ then current published list price for parts.
 - 2.3.5 Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer’s request and expense.
- 2.4 **System Availability.** Except where only 2nd line response is included in the Quotation, Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation (measured on an annual basis within the contracted service window). For the avoidance of doubt, unless “Uptime Guarantee” is included in the agreement, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.

2.5 **Equipment Maintenance Intellectual Property Right (EMIP)** (also known as Customer Service Intellectual Property (CSIP)). If EMIP access is included in the Quotation, the terms and conditions of the hereto attached Schedule – *Equipment Maintenance Intellectual Property License Terms* apply and will be incorporated into this Agreement.

3. **Exclusions.**

The Services do not include:

- 3.1 unless otherwise specified in the Quotation, maintaining or repairing third-party products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers, magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), cryogen replacement, MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments;
- 3.2 maintenance or repair, including the cost thereof, required due to any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment or to permit unauthorized access.

4. **Customer Responsibilities.**

- 4.1 During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with Philips' specifications. Customer shall maintain an adequate first line response team to perform the activities it needs to perform itself. If Customer is unable to maintain this, it will approach Philips to amend the Quotation accordingly. In case any personnel of Customer is involved in the servicing of the Equipment (1st or 2nd response), Customer shall maintain the Equipment in strict compliance with the planned and corrective maintenance requirements specified by Philips, utilizing replacement parts that meet Philips' specification. If Customer does not meet these responsibilities, then Philips may terminate any or all of the options specified above and may void any warranty provided herein.

5. **Access to Equipment.**

- 5.1 Customer shall make the Equipment available in accordance with the planned maintenance schedule provided by Philips. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer that Customer has ninety (90) days to make available Equipment for planned maintenance, otherwise customer waives right to service, and Philips may delete Equipment from this Agreement. Customer's failure to do so will constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability whatsoever. Customer agrees to pay Philips at the then-current demand service rates for the time that Philips' or its subcontractor's personnel had to wait before being able to gain access to the Equipment.

6. **Contract Administration.**

- 6.1 The Parties will introduce all Equipment listed in the Quotation into an inventory list to register and keep up to date the equipment coverage of the Agreement during the Term. Customer may request the addition of additional system(s) to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. Such equipment will be added to this Agreement after receipt of the signed inventory list modification form. Customer may delete Equipment from the inventory list only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control; and Customer notifies Philips in writing with a three (3) months' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.

7. **Termination.**

- 7.1 If EMIP access is included in the Quotation, in addition to the termination rights described in the Agreement, Philips may immediately terminate this Agreement (entirely or partially) and the license granted under the hereto attached *Schedule – Equipment Maintenance Intellectual Property License Terms* without liability to Customer by providing Customer written notice of termination upon any of the events listed in Section 13 (Termination) of *Schedule – Equipment Maintenance Intellectual Property License Terms*.

8. **Warranty and Warranty Disclaimer.**

- 8.1 Philips warrants that the replacement parts provided as described in Section 2.2.3 of this Exhibit will be free from substantial defects in material and workmanship for a period of ninety (90) days from the date of installation (when installed by Philips) or thirty (30) days from the date the parts were delivered to Customer (when not installed by Philips). For the avoidance of doubt, no such warranty applies to any replacement parts used by Philips in providing its corrective maintenance service. Certain items such as x-ray tubes, photomultiplier tubes, cathode-ray tubes, and high voltage transformers may carry separate warranties that are provided at the time of purchase. This warranty does not include any defect or failure to perform that is the direct or indirect result, in whole or in part, of accident, abuse, misuse, operation of the Equipment in which the part is installed outside of its environmental, electrical or performance specifications, power fluctuations or failures, fires, floods or other similar or dissimilar natural causes, or improper installation or calibration. If a part does not comply with this warranty, as exclusive remedy, upon Customer' prompt return of the part to Philips, Philips shall repair or replace such part. THE WARRANTIES STATED ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS OR ITS SUBCONTRACTOR UNDER THIS EXHIBIT OR THE AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF A NON-CONFORMING PART AND THE REPAIR OF COVERED EQUIPMENT FOR ANY NON-CONFORMING SERVICE.

Equipment Maintenance Intellectual Property (also known as Customer Service Intellectual Property (CSIP) License Terms

This EQUIPMENT MAINTENANCE INTELLECTUAL PROPERTY LICENSE AGREEMENT ("EMIP License Agreement") begins on the effective date of the Service Agreement, "the Effective Date," between Customer (hereinafter "Licensee") and Philips, as a supplementary agreement to the Service Agreement, to set forth the conditions of Licensee's use of Philips' EMIP.

SECTION 1: Definitions

The following terms as used herein have the following respective meanings:

- (a) "Affiliate," with regard to Philips, means any corporation, company, or other entity, which: (i) is under the Control of Philips; or (ii) has Control of Philips; or (iii) is under common Control with Philips. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
- (b) "Equipment Maintenance Intellectual Property" or "EMIP" means individually or collectively documentation, software, tools, know-how and any associated rights and patents, copyright, trade secret in and to such documentation, software, tools, and know-how owned by and proprietary to Philips and/or its Affiliates.
- (c) "Designated Employee(s)" means those employee(s) of Licensee's service organisation, as identified in writing according to the registration process as defined by Philips (and as may be updated from time to time in writing), designated by Licensee to receive Licensed EMIP for the Licensed Use at Designated Site(s) and that have completed and maintained training and signed the Designated Employees Non-Disclosure Undertaking as affixed to this EMIP License Agreement as Annex 2, prior to access or use of such EMIP.
- (d) "Designated Equipment(s)" means the medical equipment manufactured by Philips, as listed (and identified by serial number) in the Quotation [MD13] (or in any amendment to this EMIP License Agreement signed by the authorised representatives of both Parties and referencing the terms of this EMIP License Agreement), for the servicing (as defined by the Licensed Use) of which the Licensed EMIP will be provided by Philips.
- (e) "Designated Site(s)" means the location of either Licensee or the end-user/clinical user of the Designated Equipment, as identified in the Quotation [MD14], where Designated Equipment(s) has been or will be installed.
- (f) "Licensed EMIP" means the EMIP provided by Philips to Licensee under this EMIP License Agreement for the Licensed Use.
- (g) "License Fee" has the meaning as defined in Section 4.
- (h) "License Term" has the meaning as defined in Section 3.
- (i) "Licensed Use" means the lawful use as set forth in the Quotation [MD15] (or in any amendment to this EMIP License Agreement signed by the authorised representatives of both Parties and referencing the terms of this Agreement) in compliance with the usage rights and restrictions set forth in this EMIP License Agreement.

SECTION 2: License

- (a) Subject to the terms and conditions herein, Philips hereby grants to Licensee a single, limited, non-exclusive, non-transferable license, without any rights to sublicense, to use the Licensed EMIP, solely by Designated Employee(s) on the Designated Equipment(s) in the Designated Site(s) in compliance with the Licensed Use.
- (b) The license may be subject to further restrictions as set forth in Quotation [MD16].

SECTION 3: License Term

- (a) The license granted pursuant to Section 2(a) shall be in effect solely for the period of the associated service agreement for each specified Designated Equipment (or in any amendment to this EMIP License Agreement signed by the authorised representatives of both Parties and referencing the terms of this Agreement) ("License Term") and is subject to termination in the event one of the following occurs prior thereto:
 - (i) termination of this EMIP License Agreement as set forth in Section 13;
 - (ii) with regard to a Designated Employee, when said Designated Employee, for whatever reason, ceases to be a Designated Employee, the coverage will automatically increase to a full service agreement, however the EMIP License Agreement is restorable if a new Designated Employee is named and the full service agreement will terminate; and the License is renewable for the remaining License Term subject to Section 6(c) and (d);
 - (iii) with regard to a Designated Equipment, when Licensee ceases to service said Designated Equipment; or
 - (iv) with regard to a Designated Site, in case of the cessation of use at and by the Designated Site, however it is renewable for the remaining License Term subject to prior written notice by Licensee to Philips.

SECTION 4: License Fees

- (a) Licensee shall pay to Philips a non-refundable license fees as set forth in Annex 1 ("License Fee"). Such payment obligation shall be absolute.

SECTION 5: Rights

- (a) All EMIP, including the media on which they are embodied, shall remain the sole property of Philips.
- (b) Except as expressly permitted under this EMIP License Agreement, Licensee shall not, and shall not permit any third party to:
 - (i) copy, reproduce or distribute Licensed EMIP;
 - (ii) assign, sub-license, lease, rent, loan, transfer, disclose, or otherwise make available the Licensed EMIP;
 - (iii) modify, adapt, alter, translate, or create derivative works from any portion of the Licensed EMIP; or
 - (iv) reverse assemble, decompile, disassemble, or otherwise attempt to derive source code of the Licensed EMIP.
- (c) It is expressly acknowledged and agreed that the Licensed EMIP is licensed under copyrights only and not sold, and any and all references to "sale" or "sold" of any Licensed EMIP shall be deemed to mean a copyright license, and not as transfer of any intellectual property right.
- (d) Other than the limited license granted to Licensee under Section 2, nothing in this EMIP License Agreement shall be construed as conferring any license or right to Licensee or obligation on Philips, directly or by implication.

SECTION 6: Licensee's Duties

- (a) Licensee shall use the Licensed EMIP only in the manner specified herein, and only by Designated Employee(s) on Designated Equipment(s) at Designated Site(s). Furthermore, Licensee shall inform Philips immediately of any changes with respect to Designated Employee(s) and Designated Site(s). For the avoidance of doubt, the Licensed EMIP cannot be transferred by any means to or used with any other equipment than the Designated Equipment.
- (b) Licensee warrants that all Designated Employees are Licensee's employees. For the purpose of this EMIP License Agreement, the term "employee", or other words contemplating the same relationship as "employee", will have the same meaning as when the term is used by the applicable labor law and tax laws in Licensee's country (as distinct from an "independent contractor") to determine whether there is an obligation to withhold income taxes, withhold and/or pay social security taxes, and/or pay unemployment tax on wages paid.
- (c) Prior to the disclosure or dissemination of any Licensed EMIP to Licensee's Designated Employee(s) and prior to attending training, Licensee shall deliver an original copy of the signed Designated Employees Non-Disclosure Undertaking, as attached to Annex 1, to Philips. The execution by Licensee's Designated Employee(s) of the Designated Employees Non-Disclosure Undertaking and its delivery to Philips is a CONDITION PRECEDENT to Philips' obligation to train or otherwise disclose or disseminate any Licensed EMIP to said Designated Employees(s). Under no circumstances may an employee of Customer be entitled to use EMIP prior to completion of training and signature of a Designated Employees Non-Disclosure Undertaking, as attached to Annex 2.
- (d) Licensee shall notify Philips if the Designated Employee(s) employment with Licensee terminates or Licensee assigns another employee to the Designated Equipment and/or Designated Sites. Upon Philips' request, Licensee shall provide Philips with the then current list of Designated Employee(s) on Designated Equipment(s) at Designated Site(s).
- (e) Licensee shall ensure Designated Employee(s) attends training, including any required courses to maintain training certification, and Licensee shall pay EMIP training fees for such training. Travel, lodging, and board is not included in such fees and additional cost and expenses to be incurred by Licensee's Designated Employee to attend and complete the training are at the cost of Licensee.
- (f) The training will be conducted at Philips' service training facilities, or through remote training options as defined by Philips for the applicable course. Philips may cancel or reschedule courses. Designated Employee(s) must meet the minimum admission requirements set forth in the course syllabus and must satisfy all prerequisites prior to admission. Philips makes no warranty that any Designated Employee(s) will pass all or any portion of the training courses provided or that the training will result in any Designated Employee(s) being qualified or able to troubleshoot and repair any or all possible malfunctions that may occur in the Designated Equipment.
- (g) Licensee shall use, and/or cause its Designated Employee(s) to use the utmost effort and care to protect such property from access or disclosure to or use by anyone other than Designated Employee(s), including other employees of Licensee not so designated. In the event that Licensee or any of the Designated Employees, in connection with the maintenance of the Designated Equipment, has access to tangible Licensed EMIP pursuant to this Agreement, Licensee shall keep such Licensed EMIP in a lockable cabinet or box. Licensee shall be liable for unlawful use, including use by third parties such as independent service organizations that access EMIP at Licensee's Designated Site via accessing EMIP in the possession or the responsibility to maintain in confidence by Licensee's Designated Employee and provided under this Agreement.
- (h) Except for Designated Employees, no other employee or third party shall engage in the installation, maintenance, repair and/or operation of equipment using the Licensed EMIP, unless such employee or third party has signed a separate license agreement with Philips for the use of the Licensed EMIP. EMIP not provided by Philips are illegally created and/or provided without Philips'

authorization. In all cases, independent service providers must purchase a separate license from Philips and may not use a license granted to a healthcare institution.

- (i) Licensee shall not modify, or allow the modification of, all or any part of the Licensed EMIP in any manner whatsoever. Any such unauthorized modification to the Licensed EMIP shall be solely owned by Philips and Licensee shall take all reasonable actions needed to perfect such ownership by Philips.
- (j) Licensee agrees not to use or permit any person to use an unauthorised copy of all or any part of the Licensed EMIP.
- (k) Licensee shall at all times use its best efforts to keep confidential any and all EMIP which it may have access to or acquire in the exercise of its rights or performance of its obligations under this EMIP License Agreement and take all necessary reasonable safeguards to prevent unauthorized use. In support thereof, Licensee shall submit its field service safeguard procedures it shall use for the Licensed EMIP and agrees that all Designated Employees are made aware of the same and abide such procedures as it applies to access and use of the Licensed EMIP. Such procedures shall also indicate the measures Licensee shall take to prevent the introduction of malware or virus software into the Designated Equipment(s) when performing maintenance as well.
- (l) Licensee shall not disclose the existence or terms of this EMIP License Agreement, and any other information labelled as "confidential" and shared by Philips in its performance under this EMIP License Agreement, to any third party or to employees that are not a Designated Employee without the prior written consent of Philips, except as may be required by law.

SECTION 7: Audit, Access to Designated Equipment

- (a) During the Term and for a period of three (3) years thereafter, Philips, or its designated representative, shall have the right, to audit all relevant books and records of Licensee and the Designated Equipment(s), including log files to verify Licensee's compliance with the terms and conditions of this Agreement, including, without limitation, to verify the proper use and payment (if applicable) of the EMIP licensed under this Agreement. Such audit rights will extend to review of any materials needed to determine if additional EMIP should have licensed by Licensee under this (or a related) Agreement or use of the EMIP outside the scope of this Agreement. Such audits will be conducted during normal business hours. Licensee shall willingly co-operate and provide all such assistance in connection with such audit as Philips and/or its auditors may require. The audit will be conducted at Philips' expense, unless the audit reveals that Licensee has breached any of its obligations under this Agreement or that it has underpaid the amounts owed to Philips by five percent (5%) or more, in which case Licensee will reimburse Philips for all costs and expenses incurred by Philips in connection with such audit.
- (b) Licensee shall promptly pay to Philips any amounts due, as revealed by any such audit or audit certificate. If the amount of royalties due to be paid to Philips is greater than the amount of royalties actually paid to Philips, Licensee shall promptly pay any such shortfall, together with interest at the rate of two percent (2%) per month (or part thereof) or the maximum rate permitted by applicable law, whichever is lower, calculated from the date on which such sums were due to the date on which such sums are actually paid to Philips.
- (c) During the License Term and for a period of three (3) years thereafter, Licensee shall not make any attempt, neither allow a third party, to circumvent or undermine Philips' ability to access Designated Equipment for the above purpose.

SECTION 8: Disclaimer of Warranty and Limitation of Liability

The Licensed EMIP is provided to, and is accepted by, Licensee 'AS IS' without warranty of any kind. Philips expressly disclaims any and all warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that all problems in the Designated Equipment(s) will be diagnosed or corrected with the use of the EMIP, or that the EMIP is error free.

Except as otherwise prohibited by law, Licensee agrees to indemnify and hold Philips, harmless from any claims, losses, liabilities, damages, costs, penalties, fines and expenses, including, without limitation, reasonable attorneys' fees, brought against, or suffered by, Philips arising directly or indirectly as a result of the use of the Licensed EMIP, or properly maintain the Designated Equipment, by Licensee, except to the extent damage arise from the negligent act or omission of Philips.

IN NO EVENT SHALL PHILIPS, OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DAMAGE TO REPUTATION) IRRESPECTIVE OF WHETHER SUCH DAMAGES RESULT FROM CLAIMS BASED ON TORT (INCLUDING NEGLIGENCE), WARRANTY, CONTRACT, INDEMNITY, OR ANY OTHER LEGAL THEORY, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Philips' total liability, if any, is limited to an amount not to exceed the License Fee payable for the Licensed EMIP that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY PHILIPS' NEGLIGENCE.

SECTION 9: Infringement of Philips' Rights

Licensee shall promptly notify Philips in writing of any unauthorised use, disclosure, transfer, copying or other activity constituting a violation of Philips' rights to which Licensee is or becomes aware. In the event such violation of Philips' rights is committed by a third party, Licensee agrees to cooperate to assist Philips in rectifying any such violations of Philips' rights and in defending Philips's property rights in the EMIP. In the event a Designated Employee is in violation of this EMIP License Agreement or any related agreement, Licensee shall take all necessary action to enjoin further violating activity and to prevent additional occurrences of such activity.

SECTION 10: Remedies and Liquidated Damages

Licensee hereby acknowledges and agrees that the use, disclosure, transfer and copying of all or any portion of the EMIP by Licensee, the Designated Employee(s), or any of Licensee's employees, agents, or representatives, except as expressly permitted in this EMIP License Agreement, or use without purchasing the required licenses without the express written consent of Philips shall be considered a breach of this EMIP License Agreement.

In the event of breach of this EMIP License Agreement, Philips shall be entitled to all available remedies including without limitation compensation for all damages out of or resulting from said breach, and including without limitation, all consequential damages and attorneys' fees incurred by Philips. All remedies under are cumulative and not exclusive.

Considering the substantial investment that Philips and its Affiliates have in the EMIP, Licensee further agrees that a violation by or for it or any of its Designated Employees of any provision of this EMIP License Agreement will cause irreparable injury to Philips and that Philips shall be entitled, in addition to any other rights or remedies Philips may have at law or in equity, to an injunction enjoining and restraining Licensee and/or Designated Employee(s) from doing or continuing to do any such violation or threatened violations of this EMIP License Agreement, without need of posting of a bond prior to the issuance thereof.

Furthermore, except as otherwise provided by law, Licensee agrees to indemnify and hold Philips and its Affiliates harmless from any and all damages resulting from Licensee's or a Designated Employees' breach of this EMIP License Agreement.

Without prejudice to any rights or remedies Philips may have under this Agreement or at law, in any case of unauthorized use of any EMIP by Licensee (including also, but not limited to using EMIP not supplied by Philips), Licensee shall incur liquidated damages of \$100,000 USD (one hundred thousand U.S. Dollars) to be paid to Philips for each instance of unauthorized use and, such amount, subject to a multiplier of the number of unlawful uses, including without limitation use on the same equipment and by the same person. Licensee hereby acknowledges and agrees that such liquidated damages are a genuine pre-estimate of Philips' loss suffered as a result of the Licensee's breach and is not meant as a sole, exclusive remedy.

SECTION 11: Third Party Rights

The Licensed EMIP may be accompanied by certain open source software. Such open source software is only governed by its own license conditions. To the extent Philips has provided the Licensee with a copy of these license conditions, Licensee shall comply with them.

SECTION 12: FEEDBACK

Philips and its Affiliates hereby have the unrestricted right to use, without charge, any feedback provided by Licensee to Philips relating to the Licensed EMIP, in any manner and for any purpose.

SECTION 13: Termination and Effect of Termination

- (a) Without prejudice to any other right or remedy of Philips, Philips may, by written notice to Licensee, terminate this EMIP License Agreement and/or the license granted hereunder with immediate effect if:
- (i) Licensee fails to make any payment under this EMIP License Agreement to Philips when due; or
 - (ii) Licensee violates or breaches any of the provisions of this EMIP License Agreement (by, including but not limited to, use of Licensed EMIP on non-Designated Equipment; use of Licensed EMIP by non-Designated Employees; use of Licensed EMIP at non-Designated Sites; use of any non-Licensed EMIP; use of Licensed EMIP by Designated Employee who has not taken or maintained the requisite training. For the avoidance of doubt, each of the above actions constitutes material breach of this EMIP License Agreement;
 - (iii) a petition in bankruptcy or winding up petition is filed against Licensee, any proceedings in insolvency or bankruptcy are initiated against Licensee, a trustee or receiver is appointed over Licensee, or any assignment is made for the benefit of creditors of Licensee;
 - (iv) a change of control occurs, meaning (a) the sale of all or substantially all assets of Licensee, or (b) a merger, consolidation or other reorganization of Licensee which results in more than 50% of the voting stock of the resulting or surviving entity being owned or held by persons other than those owning or holding the voting stock in Licensee on the Effective Date, or (c) the sale by one or more stockholders of Licensee, in a single transaction or series of related transactions, of more than 50% of the voting stock of Licensee to one or more third parties who are at the time of such sale unaffiliated with any stockholders of Licensee. Licensee shall inform Philips immediately of any such (anticipated) change of control;
 - (v) Licensee challenges or attempts to challenge, directly or indirectly the ownership or validity of any Philips EMIP, or otherwise institutes a cause of action or proceeding involving Philips' EMIP;
 - (vi) Licensee misappropriates or infringes, or accesses or attempts to access any Philips equipment without authorization to obtain access to any EMIP;
 - (vii) in Philips' opinion, the Licensed EMIP is likely to become, the subject of an intellectual property rights infringement claim; or
 - (viii) there is a substantial business reason for Philips to terminate;
- Philips shall not be liable to Licensee by virtue of such termination.
- (b) Termination of this EMIP License Agreement for any cause shall not be construed to release any party from any obligation matured to the effective date of such termination. Obligations matured prior thereto shall survive termination.

- (c) Upon expiration of any license pursuant to Section 3 above, or termination of this EMIP License Agreement, Licensee shall immediately cease use of any and all Licensed EMIP and, all Licensed EMIP embodied on any tangible media and any device used to access Licensed EMIP shall be immediately returned to Philips including any and all copies or reproductions thereof. An officer of Licensee's institution shall certify that all EMIP has been destroyed promptly upon termination of the Agreement pursuant to Subsection (a) of this Section 13.
- (d) No portion of the License Fee will be refunded to Licensee in the event of termination of this EMIP License Agreement or the license based on Subsection (a).
- (e) The provisions of Section 1, 5, 6 (h)-(l), 7, 8, 10, 11, 12, 13 and 14 shall survive the expiration or termination of this EMIP License Agreement.

SECTION 14: Miscellaneous

- (a) Binding Effect and Assignment. This EMIP License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Licensee may not assign any of its rights or privileges under this EMIP License Agreement License without the prior written consent of Philips.
- (b) Export Control. EMIP is subject to export laws and restrictions, including prohibitions from shipping, delivering or providing access to embargoed countries or individuals. Licensee agrees and warrants that it will comply with all applicable international and national export control laws and regulations and that it will not export or re-export, directly or indirectly, any EMIP to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.
- (c) Notices. Any notice required under this EMIP License Agreement to be sent by either party shall be given in writing by means of a letter, facsimile or electronic mail directed to the respective addresses as indicated in Annex 1 or such other address as may have been previously specified in writing by either party to the other.
- (d) Severability. If any of the provisions of this EMIP License Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate the remainder of this EMIP License Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this EMIP License Agreement. In the event of such finding of invalidity or unenforceability, the parties will endeavor to substitute forthwith the invalid, or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.
- (e) Entire Agreement. This EMIP License Agreement sets forth the entire understanding and agreement between the parties as to the subject matter of this EMIP License Agreement and supersedes, cancels and merges all prior agreements, negotiations, commitments, communications and discussions between the parties relating to the subject matter hereof. No variation of this EMIP License Agreement shall be binding upon either party unless made in writing and signed by an authorized representative of each of the parties hereto.
- (f) No Waiver. Neither the failure nor the delay of either party to enforce any provision of this EMIP License Agreement shall constitute a waiver of such provision or of the right of each party to enforce each and every provision of this EMIP Agreement.
- (g) Independent contractor. Nothing in this Agreement shall be construed as creating any relationship of agency or partnership between the Parties. Licensee agrees not to represent or imply to any third party that Licensee is an authorized service representative of Philips. Philips and Licensee are independent contractors.
- (h) Applicable Law and Jurisdiction. This EMIP License Agreement shall be governed by and construed in accordance with the laws of the country where Licensor is located without giving effect to its conflict of law provisions. Any dispute between the parties arising out of or in connection with this EMIP License Agreement (including any question regarding its existence, validity, or termination) shall be submitted to the competent courts of country where Licensee is located.
- (i) Annexes. The following Annex is incorporated into this EMIP License Agreement:

Annex 1

Designated Employees Non-Disclosure Undertaking

Name of Designated Employee

Residence Address

In consideration of the information received or to be received by me from Philips, in my role as "Designated Employee" under the EMIP license agreement signed by my current employer ("Employer") and Philips and in further consideration of Philips' disclosure to me of its proprietary information, I agree to and undertake the following:

1. "Philips Proprietary Information" means information disclosed to me, known by me, or acquired by me or in my subsequent use of such information in the installation, service, maintenance, or repair of Philips branded equipment(s), including any oral, written, or electronically recorded information, any documentation, software, tools, and/or know-how.
2. I acknowledge that, in the maintenance of the branded equipment(s), I may receive the benefit of Philips' substantial investment in the Philips Proprietary Information which is not available outside of Philips.
3. I will treat the Philips Proprietary Information in strict confidence, and will not, directly or indirectly, disclose, reverse engineer, decompile, modify, adapt, translate, create derivative works, disassemble, disseminate, lecture upon, publish, copy, or duplicate any such information without Philips' prior, express, written consent. This obligation to maintain the confidentiality of Philips Proprietary Information will endure permanently.
4. Upon my employment with my Employer terminating, prior to or upon my retirement, or upon a change in my employment responsibilities wherein my use of the Philips Proprietary Information is no longer required, I will turn over to a designated individual employed by the Employer, all Philips Proprietary Information then in my possession, custody, or control. I will not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, excerpts, or any other documents relating in any way to the Philips Proprietary Information that are entrusted to me at any time during my employment with the Employer. If Employer does not designate an employee or agent to accept the surrender of the information and material as required above, I will immediately inform Philips of these circumstances.
5. This undertaking and all matters relating to the construction, interpretation, and enforcement thereof will be governed by the country of my residence, without regard to principles of choice of law.
6. If any provision of this undertaking is determined by a court of competent jurisdiction to be unenforceable, the unenforceable provision may be stricken without affecting the remainder of this undertaking.
7. By signing this confidentiality undertaking, I acknowledge, agree and accept that Philips has the right to enforce this confidentiality undertaking directly against me irrespective of any other rights or remedies which Philips may have relating to the Philips Proprietary Information under the EMIP licence agreement between Philips and my Employer.

Designated Employee's Signature

Date

4. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR UPTIME GUARANTEE

1. Services.

- 1.1 Philips shall provide to Customer the Uptime Guarantee as specified in the Quotation in accordance with the terms and conditions of this Uptime Guarantee (the “**Uptime Guarantee**”) on the Equipment listed in the Quotation as having uptime as a deliverable (“**Uptime Equipment**”).
- 1.2 The Uptime Guarantee applies only, and Customer will only be entitled to the benefits of this Uptime Guarantee, if and to the extent Customer fully met all its contractual obligations, including, immediately inform Philips of any problems with the Equipment and its responsibilities set forth in Section 6 of the General Customer. Service Terms and Conditions and Section 3 of the Exhibit Additional Terms and Conditions for Imaging Services.
- 1.3 In the event that the Uptime Guarantee has not been met, then Customer, as its sole and exclusive remedy, will receive the compensation of future Agreement term as described in Section 3 below.

2. Definitions for Determination of Uptime Percentage.

- 2.1 “**Base Hours**” means the hours per day and days per week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours are the contracted hours of coverage as defined in the Agreement for each particular piece of Uptime Equipment.
- 2.2 “**Downtime**” means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips’ design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies Philips that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.
- 2.3 “**Measurement Period**” for determining the Uptime Percentage is 12 calendar months beginning on the Effective Date of the Agreement. Any subsequent Measurement Period will be 12 calendar months, until termination/expiry of the Agreement. In case the last Measurement Period is shorter than 12 calendar months, the measurement will take place on a pro rata basis.
- 2.4 “**Uptime Guarantee**” is the minimum Uptime Percentage as set out in the Quotation.
- 2.5 “**Uptime Hours**” is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment: (**Uptime Hours = Base Hours – Downtime**).
- 2.6 “**Uptime Percentage**” is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100: (**Uptime Percentage = (Uptime Hours/Base Hours) x 100**).

Example:

Base Hours = 8 AM to 5 PM Monday through Friday over the 12-month Measurement Period.*

9 hours x 5 days x 52 weeks = 2,340 Base Hours

2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours

*(2280 / 2340) * 100 = 97.4% Uptime Percentage*

**Depending on the Service Window agreed in the Quotation*

3. Adjustment Schedule.

- 3.1 If the Uptime Percentage specified in Schedule 3(a) is not achieved for System Uptime, then the specified future contract reduction will be applied to all payments due during the next Uptime Measurement Period (one (1) year) for the System that did not achieve the Uptime Percentage.

Schedule 3(a): Agreement Payment Adjustment Schedule for System

- I. 99% Uptime Guarantee
 - a. **Uptime Percentage:** 99%-100% Equals Contract Reduction: None
 - b. **Uptime Percentage:** < 99% Equals Contract Reduction: 7%
- II. 98% Uptime Guarantee
 - a. **Uptime Percentage:** 98%-100% Equals Contract Reduction: None
 - b. **Uptime Percentage:** <98% Equals Contract Reduction: 6%
- III. 96% Uptime Guarantee
 - a. **Uptime Percentage:** 96%-100% Equals Contract Reduction: None
 - b. **Uptime Percentage:** <96% Equals Contract Reduction: 5%
- IV. 95% Uptime Guarantee
 - a. **Uptime Percentage:** 95%-100% Equals Contract Reduction: None
 - b. **Uptime Percentage:** <95% Equals Contract Reduction: 4%

4. **Reports.**

- 4.1 Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable benefit, Customer must notify Philips in writing that the Uptime Guarantee was not achieved for a particular Equipment within sixty (60) days after the end of a Measurement Period.

5. **Warranty Disclaimer.**

- 5.1 Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. No warranty of merchantability or fitness for a particular purpose applies to this Uptime Guarantee.

6. **Limitations of Remedies and Damages.**

- 6.1 Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

5. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM QUALITY ASSURANCE

1. The following additional terms shall apply in relation to System Quality Assurance for the modalities specified in the Quotation.
 - 1.1 Unless otherwise indicated in the Quotation, Philips will provide planned maintenance Services including general Equipment inspection and planned maintenance activities of non-emergency nature as specified in the Exhibit 3A Additional Terms and Conditions for Imaging Services, Section 1.2.
 - 1.2 A System Quality Assurance report will be provided as part of Planned Maintenance activities where Philips shall reflect actions performed aimed at keeping the system within the quality specifications as issued by Philips and to solve production errors collectively (field action) or to modify a product.

6. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE

1. Services.

This Exhibit describes additional service deliverables for the exclusive benefit of the Site, under the terms and conditions described herein, for the applicable Equipment. These deliverables are the following: Predictive System Monitoring, Real Time Alerting and Remote Expert Connect, as defined below.

- 1.1 **Predictive System Monitoring:** With the objective of providing higher system availability, Philips aims to identify patterns and trends in the machine and service data of Customer. To that end, Philips will analyze Equipment data via a secure connection by using machine learning algorithms. Persistent connection between the Equipment to the Philips Remote Service Data Center (PRSDC) is a prerequisite. Key system data will be pro-actively sent and diagnosed to facilitate a potential remote solution or a required on-site service action. All predictive system monitoring algorithms are based on the most frequent occurring failure modes of the system, both parts and non-parts related, which are detected using key data insights collected from connected systems.
- 1.2 **Remote Expert Connect:** Philips provides remote diagnosis, troubleshooting and if possible, resolution by means of a secure and single point of access network. If an issue cannot be resolved remotely, a field service engineer may be dispatched with guidance and needed parts for a single visit repair. If Customer has an agreement with Customer's biomed first line support, Exhibit 3B Additional Terms and Conditions for Imaging Services with Customer's Biomed First-Line support Section 2 applies.

2. Customer Responsibilities.

In addition to the provisions of Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services, Customer shall:

- 2.1 Ensure internet connection as described in Section 6.9 of the General Customer Service Terms and Conditions for the installation of the sensor-based hardware device, where applicable, including a high-speed broadband internet connection;
- 2.2 maintain operating environment within Philips written specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
- 2.3 use the Equipment in accordance with the published manufacturer's operating instructions;
- 2.4 make normal operator adjustments to the Equipment as specified in the manufacturer's published operating instructions;
- 2.5 provide Philips with broadband internet Wi-Fi access for business purposes;
- 2.6 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure;
- 2.7 act upon Philips information regarding potential incident likelihood with regards to predicted failure timely;
- 2.8 cooperation with Philips experts in a timely manner to provide information, do basic checks and fixes on-site.

If Customer fails to provide the access described in this section as well as provisions of Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services, so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or validated (security) updates are not downloaded by Customer on Philips equipment and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee (or other agreed KPIs) and shall be responsible for any damage due to such failure.

7. EXHIBIT - TERMS AND CONDITIONS FOR REAL TIME ALERT SOLUTION

1. Services.

- 1.1 If the Quotation includes Real Time Alert Solution, Philips will, subject to the provisions of this Exhibit, install the Philips Real Time Alert tool at the Site, on the MRI Equipment as set forth in the Quotation.
- 1.2 As indicated in the Quotation, and subject to the provisions of Section 10 (Proprietary Service Materials) of the General Customer Service Terms and Conditions, Philips will install either a software tool or a sensor-based hardware device in Customer's technical room. Such device remains Philips property and will be removed upon termination or expiry of this Exhibit.
- 1.3 Real Time Alert Solution requires, and is conditional upon, remote connectivity, internet connection as described in Section 6.9 of the General Customer Service Terms and Conditions and in this Exhibit.
- 1.4 The hours of coverage and response times as defined in the Quotation (if any) are applicable.

2. Customer responsibilities.

In addition to the provisions of Section 3 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services, Customer shall:

- 2.1 Ensure internet connection as described in Section 6.9 of the General Customer Service Terms and Conditions for the installation of the sensor-based hardware device, where applicable, including an Ethernet high speed broadband internet connection;
- 2.2 provide Philips, at each Site, with a high-speed broadband internet connection to connect to remote infrastructure, by
 - 2.2.1 providing an Ethernet connection to the Equipment and Customer network that will allow the Equipment to connect to the internet;
 - 2.2.2 providing and maintaining a static IP address used to connect the Equipment to Customer's network;
 - 2.2.3 maintaining the so established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection); and
 - 2.2.4 facilitating the reconnection by Philips in case any temporary disconnection occurs.

If Customer fails to provide the access described in this section and so the Equipment is not connected to the internet (including any temporary disconnection), Customer waives its rights to Services under this Agreement and under any uptime guarantee.

- 2.3 Eliminate any IT solution preventing Philips from sending email alerts to the designated personnel and the receiving of these alerts;
- 2.4 Provide Philips with the names, business email address, business address, business telephone number, and function of Customer representatives who are the designated recipients of Philips Real Time Alerts;
- 2.5 React to the alerts generated by Philips Real Time Alert in accordance with the responsibility matrix set forth in the Quotation;
- 2.6 Upon successful installation of the Philips Real Time Alert tool, acknowledge in writing, the successful installation of Philips Real Time Alert at the Site for the MRI Systems as indicated in the Quotation.

3. No warranty.

- 3.1 For the avoidance of doubt, Philips provides Real Time Alert Solution without warranty of any kind, whether express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose. Philips makes no representations to be able to alert and/or prevent any issues with the MRI systems and their environment.

4. Termination / expiration.

- 4.1 This Exhibit automatically terminates when the Agreement terminates or expires. Upon termination and expiration, Customer shall enable Philips to remove all software and hardware tools and devices installed for the purpose of the Real Time Alert Solution.

8. EXHIBIT - TERMS AND CONDITIONS FOR MR SYSTEM COVERAGE, INCLUDING LIQUID HELIUM REFILL SERVICE

1. Services.

Details for MR Cryogen (Helium) Coverage, Magnet Coverage and Cold System Coverage (collectively referred to as Magnet Maintenance Package):

- 1.1 Cryogen (Helium) Coverage: If the Quotation includes the Magnet Maintenance Package or the entitlement for Cryogen (Helium) Coverage and the provision of liquid helium refill service, Philips shall provide liquid helium for the regular planned maintenance of the MRI magnet as required by manufacturer's specifications, subject to Customer's compliance with all the requirements for maintaining the Equipment operating environment as set forth in this Agreement and in Philips specifications, including but not limited to Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services.

Standard Helium Replenishment is intended to supply Customer for the normal depletion of helium experienced when the MR equipment is operated as instructed in the Agreement. Philips shall provide, as available, scheduled Standard Helium Replenishment, when required as determined by Philips operating specifications of the MR system type, including labor, transportation, management costs and taxes associated with replenishing the MR equipment with helium product. Standard Helium Replenishment is capped at \$8,000, per MR system (except helium-free, BlueSeal magnet MR systems), per contract year, as determined by Philips standard rate at the time of each helium fill. BlueSeal magnet MR systems do not require helium replenishment therefore the helium replenishment cap is \$0. Philips will provide additional helium, billed at Philips standard rate, as available, when required as determined by Philips operating specifications of the MR system type. Standard Helium Replenishment does not include helium consumption caused by the following: physical environment out of compliance with Customers obligations (e.g., power loss, room temp), helium loss due to maintenance provided by a party other than Philips or Philips subcontractors, quench from ERDU, and/or ramp down due to metal objects/projectiles. Any helium replenishment caused by these events shall always be billable events.

- 1.2 Magnet Coverage: Replacement of the system magnet if Philips cannot complete an on-site repair. Includes labor, transportation, replacement of magnet, pump, magnet cool down, shimming, re-assembly, and performance testing as necessary to complete the magnet replacement. Magnet Coverage must be continuous from the end of system warranty and is only valid if Philips supplies maintenance, cold system and cryogen service. Magnet Coverage is available to Customer for no greater than 8 years from MR equipment installation date, or MR equipment end of life date as determined by Philips, whichever is sooner. Magnet Coverage excludes any facility alterations that may be necessary to complete the magnet replacement.
- 1.3 Cold System Coverage: Corrective and planned maintenance service for the MR refrigeration system (Cold Head, cryo-compressor, and helium lines).

2. Customer responsibilities.

- 2.1 Customer shall allow and maintain the installation of a Real Time Alert System (RTAS) at its Site, as a mandatory requirement for the provision of the liquid helium refill service. RTAS is an intelligent hardware and software-based environmental alerting system that uses sensor technology to continuously monitor key parameters of Customer's MRI equipment and its environment (such as temperature, humidity and magnet status) and issues an automatic alert if it detects that a parameter exceeds a certain threshold. Such alert will be sent by email and/or SMS to designated personnel of Customer and needs to be followed up on by said designated personnel within the timelines prescribed by Philips. Customer shall provide Philips with the necessary contact details of its personnel designated to receive the alerts.
- 2.2 If Customer does not maintain the Site and Equipment operating environment in accordance with the terms of this Agreement and Philips' specifications, including but not limited to Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services, or in the event helium loss is attributable to Customer's or any third party's acts or omission (including but not limited to using the Emergency Ramp Down Unit (ERDU) button or not properly following up on incoming RTAS messages), Philips will not be liable for any cost or damages due to the loss of liquid helium, and all such costs will be fully charged to Customer, including but not limited to the costs of liquid helium, including shipment, labor, duties and taxes.

9. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER

1. Services.

If Philips Technology Maximizer (“**Technology Maximizer**”) is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined below and according to the selected Technology Maximizer version.

Technology Maximizer is available in the following versions, subject to modality and market variations:

a) **Technology Maximizer Essential**

- i) Maintain Operating System at Philips current standard as follows:
 - (1) Philips software updates for licensed software.
 - (2) Operating system upgrades.
 - (3) Safety and security critical patches approved and communicated by Philips.
 - (4) Application training for new or enhanced functionality and on licensed software.
- ii) Computer hardware replacement to support software upgrade is not included unless specially included in the Quotation.

b) **Technology Maximizer Plus**

- i) Maintain system at Philips current standard as follows:
 - (1) Technology Maximizer Essential deliverables.
 - (2) Software upgrades to licensed software Application training for new or enhanced functionality on licensed software.
 - (3) Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation.

c) **Technology Maximizer Pro**

- i) Customizable access to future clinical innovation as follows:
 - (1) Technology Maximizer Plus deliverables.
 - (2) Future clinical functionality, as specified in the Quotation or made available and determined by Philips.
 - (3) Advanced training for new clinical features and/or applications.

d) **Technology Maximizer Premium**

- i) Full access to future clinical innovation across clinical domains as follows:
 - (1) Technology Maximizer Pro deliverables.
 - (2) All future clinical features and/or applications as made available by Philips for the Equipment.

Under any version of Technology Maximizer included in the Quotation, Philips will upgrade the Equipment (software and hardware) as follows:

- 1.1 Philips will provide the latest available upgrades, if any, when made commercially available and as determined by Philips, to the Equipment operating system software, basic application software and software options purchased with the Equipment or purchased separately from Philips for the Equipment. Philips will also provide computer hardware upgrades as included in the Quotation to the Equipment hardware component(s) when technically necessary to meet Philips' hardware requirements for the software upgrade provided under Technology Maximizer.
- 1.2 If Customer has purchased Technology Maximizer “Pro” or “Premium” (as indicated in the Quotation), in addition to the above, Philips will provide new software features and/or applications, if any, when (i) made commercially available by Philips after the Effective Date of the Agreement; (ii) supported by the Equipment hardware configuration; (iii) intended for use in the “clinical domain” identified in the Quotation or otherwise as explicitly specified in the Quotation.
- 1.3 If Philips determines that the new software features and/or application to be provided under Technology Maximizer “Pro” or “Premium” requires any additional software (for example: operating system software, basic application software, or software options) so that it can function properly (“Required Software”) and Customer does not currently have a license to the Required Software, then Philips will provide, and Customer will accept, the Required Software; any such Required Software will be considered an “upgrade” for purposes of Section 2 below.

2. Conditions.

2.1 The upgrades provided under Technology Maximizer:

- 2.1.1 are available only for the Equipment at the Site;
- 2.1.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new functionality, applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
- 2.1.3 may not be sold, transferred, or assigned to any third party;
- 2.1.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips or as communicated by Philips.

2.2 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in the Exhibit Additional Terms and Conditions for Imaging Services.

- 2.3 In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

3. Termination.

- 3.1 If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within thirty (30) days of such termination or default. No paid amount is eligible for refund.

10. EXHIBIT - ADDITIONAL TERMS AND CONDITIONS FOR CLINICAL EDUCATION TRAINING

1. Training Coverage.

- 1.1 Philips will provide the clinical applications training ("Training") as specified in the Quotation. Clinical Applications training is available on-site or remote.

2. Exclusions.

- 2.1 For Equipment not installed or provided by Philips, Philips does not provide clinical applications training.

3. Scheduling.

- 3.1 Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least four (4) weeks prior to scheduled delivery.

4. Course Location.

- 4.1 Training may be conducted at Philips' training facilities, Customer location(s) described in the Quotation ("Site(s)") or through on-line or remote training.

5. Travel.

- 5.1 For training provided at a Customer location, Philips' travel expenses for all Philips employees, provided Training are included in the price described in the Quotation. Unless otherwise indicated in the Quotation, all travel and living expenses incurred by the Customer Trainee(s) are Customer's responsibility.

6. WARRANTY DISCLAIMER.

- 6.1 PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE EQUIPMENT.

11. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR POOLS

1. Pools.

- 1.1 If the Quotation includes any of the following pool models, the following terms, as applicable, will apply in addition to the terms listed in the Exhibit Additional Terms and Conditions for Imaging Services.
- 1.2 **Bank of Parts.** If Customer purchased Bank of Parts coverage, the initial account balance and the Site to which that balance applies (site balance) is specified in the Quotation. As Customer requests or uses parts under Bank of Parts coverage, the Bank of Parts monetary level stated on the Quotation will reduce at Philips' then current published list price for parts. If Bank of Parts coverage is exhausted, then Customer may request parts at Philips' then current published list price less the discount specified in the Quotation (if any). Bank of Parts coverage expires as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any unused portion is carried forward or eligible for refund. Customer may allocate the site balance purchased by Customer between the Equipment at the Site. Customer may not allocate the site balance to Equipment not listed in the Quotation.
- 1.3 **Block of Strategic Parts.** If Customer purchased Block of Strategic Parts coverage, the number and type of strategic parts and the Site to which such block applies is specified in the Quotation. As Customer requests or uses any of such strategic parts under Block of Strategic Parts coverage, the number of pre-purchased strategic parts stated on the Quotation will be reduced with the number of the used part(s). If the Block of Strategic Parts coverage is exhausted, then Customer may request such strategic parts at Philips' then current published list price less the discount specified in the Quotation (if any). Block of Strategic Parts coverage expires as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any unused portion is carried forward or eligible for refund. Customer may allocate the block of strategic parts purchased by Customer between the Equipment at the Site. Customer may not allocate the block of strategic parts to Equipment not listed in the Quotation.
- 1.4 **Combined Pool.** If Customer purchased Combined Pool coverage, the initial account balance and the Site to which that balance applies (site balance) is specified in the Quotation. As Customer requests or uses either labor or parts under Combination Pool coverage, the Combined Pool monetary level stated on in the Quotation will be reduced at Philips' then current standard rates for labor and Philips' then current published list price for parts. If Combined Pool coverage is exhausted, then Customer may request labor or parts at Philips' then current standard rates for labor and Philips' then current published list price for parts less the discount specified in the Quotation (if any). Combined Pool coverage expires as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any unused portion is carried forward or eligible for refund. Customer may allocate the balance purchased by Customer between the Equipment at the Site. Customer may not allocate the site balance to Equipment not listed in the Quotation.

12. ADDITIONAL TERMS AND CONDITIONS FOR HOSPITAL PATIENT MONITORING SOFTWARE EVOLUTION SERVICES

1. Services Provided.

- 1.1 Commencing on the Effective Date of the Agreement and subject to the limitations below, Philips will provide Software Evolution Services (SES) described herein or as otherwise specified on the Quotation(s) for the Sectors, as defined below and identified on the Quotation.

2. Definitions.

- 2.1 Software Version. Introduces major release of the software available to Customer under this Exhibit.
- 2.2 Software Update. Provides minor enhancements or improvements to performance, maintainability, and serviceability of the software available to Customer under this Exhibit.
- 2.3 Software Fix. Corrects an error or bug of the software available to Customer under this Exhibit.
- 2.4 Sector. A location on a central station where a patient and the related patient equipment is assigned. Often used interchangeably with beds or patients. A Sector is Equipment under this Agreement.
- 2.5 Node. A device or node refers to an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution.
- 2.6 Agreement/SES Agreement. All references to "Agreement" or "SES Agreement" refer collectively to the following (and in the event of any conflict between the terms therein, the priority for control, from first to last priority, shall be): the Quotation, this Exhibit, and the Philips Healthcare Service Terms and Conditions.

3. Term.

- 3.1 For new Monitoring Analytics and Therapeutic Care products installed by Philips, the Agreement term will commence immediately following installation and availability for first patient use. The term of the Agreement is defined in the Quotation and the end date for all sectors will be co-terminus. For existing systems or renewals of existing service contracts, the start and end date of the Agreement shall be defined in the Quotation.

4. Telephone and Remote Support.

- 4.1 Telephone Support. Telephone and Remote Support coverage is included with all SES Agreements. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four (24) hours per day, seven (7) days per week, including Philips-recognized holidays. **Philips Customer Care Support Line Call + 1 800-722-9377.**
- 4.2 Remote Access and Diagnostics. Philips may remotely access any Customer system tied to the Equipment required to perform Services. Customer shall provide Philips remote access to the Equipment.
- 4.3 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services ("PRS"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of corrective services. On-site Software Resolution is not an installation service for new products.
- 4.4 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the Equipment under this Agreement.
- 4.5 Online Education. Customer shall be entitled to access those online courses covering core concepts of purchased Philips product/system through the Philips Learning Center. Core concept courses provide orientation to basic system functionality. Access will be terminated at the end of the term of this Agreement.

5. Interface Support.

- 5.1 Philips supports the DICOM and HL7 communication to and from the Equipment as they exist at the Equipment at the time of installation. In the case of new software versions, Philips shall provide the following:
 - 5.1.1 If the Equipment, interoperability mapping engine, or Biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition.
 - 5.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third-party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the Equipment that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be approved by Philips and Customer.

6. Software Versions and Updates.

- 6.1 If a new software version or update is available for the previously purchased software (on a like for like basis as set forth in 6.2 below) which is covered by this Agreement, and the requirements of the Agreement are satisfied, then Philips will install the available software for the Equipment application software during the term of the Agreement as follows: Philips will provide new software versions, updates, and fixes for existing PIC iX, IBE, and bedside monitor applications. When required for the new software version, Philips will provide operating system licenses and database software licenses (SQL) for PIC iX system. OS/SQL is Customer's responsibility unless physical hardware is supplied by Philips for the IBE solution. Unless specified, any other third-party software including, but not limited to, operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Customer has no right to software that has reached the published end of sale date.
 - 6.1.1 **Functionality.** Customer is entitled to functionality previously purchased or bundled with the software if available in the version or update released on or after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions. Customer is not entitled to any package, functionality, or configuration of the software that was available but not previously purchased on a capital basis. This exclusion does not prevent Customer from receiving anything that was moved to the general release available to all customers, or the specific bundle previously purchased by Customer.
 - 6.1.2 **Hardware updates and replacement.** Software versions, updates, and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements unless SES Plus and SES Pro are included in the Quotation. Upgrade installation and clinical support of the installation are not included in the base SES offering and will only be provided if such services are included on the Quotation as set forth below.
- 6.2 To receive new software under this Agreement:
 - 6.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of PRS capability and access to the Equipment by Philips personnel;
 - 6.2.2 Customer must identify one (1) Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and
 - 6.2.3 The Equipment that will receive the version or update must meet the specifications of the new software version. Customer shall provide the Equipment hardware or software necessary to meet such specifications.
- 6.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, applications that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, or software updates of third-party software (e.g., Citrix).
- 6.4 Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.
- 6.5 Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Equipment under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer by Philips.
- 6.6 Philips will notify Customer if a new version update or upgrade is available. Customer must accept any updates or upgrades within the term of the Agreement. If the Agreement expires after Customer has accepted the available software covered by this Agreement, then Customer is entitled to receive the offered new software version for up to three (3) months following such expiration. If Customer does not accept the version within term of the Agreement, then Philips is under no obligation to provide such new software.

7. Solutions Review.

- 7.1 During the term of the Agreement, Philips will provide Customer an annual customized review session to provide a deeper understanding, isolate and troubleshoot issues with Customer-configured PIC iX and IBE solution. Review sessions will be scheduled upon Customer request, at a mutually agreeable date and time Monday – Friday, 8:00 AM – 5:00 PM PIC iX System Review sessions will be provided at an off-site location within a reasonable distance of Customer and will include a meal per day per participant. Review Sessions may also be scheduled remotely upon the discretion of either Philips or Customer. Each session will be limited to ten (10) Customer participants and cannot be rescheduled. IBE System Review sessions will be provided to a maximum of eight (8) participants.
- 7.2 The scope, duration, and delivery methodology of the PIC iX System solutions review sessions will vary and will be defined by Philips with input from Customer but will remain in Philips' sole discretion and will not exceed twenty-eight (28) hours in aggregate.

8. PerformanceBridge Focal Point.

- 8.1 During the term of this Agreement, Philips will provide Customer access to the PerformanceBridge Focal Point Licensed Software ("Focal Point"). Access to Focal Point is available to Customer and Philips support personnel working on-site and remotely. Philips will install Focal Point on virtual or physical hardware, pursuant to the system installation and reference

guide. Customer will be entitled to all new software versions, updates, telephone (at the number stated in Section 4.1 of this exhibit) and remote support during the term of the Agreement.

- 8.2 License Grant. Subject to any usage limitations for the Focal Point Licensed Software (referred to in this Section 8 as "Licensed Software") set forth on the product description found on the Quotation and license restrictions set forth in this Section 8, Philips grants to Customer a non-exclusive and non-transferable right and license to use the Licensed Software in accordance with the Agreement and this Exhibit (the "License"). The License shall continue for the term of the SES Quotation, except that Philips may terminate the License if Customer is in material breach of this Agreement. In such instance of License termination, Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
- 8.2.1 The License does not include any right to use the Licensed Software for purposes other than the operation of Philips monitoring products. Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
- 8.2.2 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
- 8.2.3 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified in the Agreement. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.
- 8.2.4 The Licensed Software shall be used only on the product(s) covered under this Agreement.
- 8.2.5 Each license hereunder is limited to one instance of Focal Point per Customer site/location included in the Quotation, and each Focal Point instance is limited to 4,000 device/node connections. A device or node refers to an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution. If additional Focal Point instances are required, determined solely by Philips, they will be provided upon mutual agreement of both parties. If there is more than one (1) site or location, Customer must purchase the appropriate software maintenance coverage for each additional site or location to receive access to the Focal Point license.
- 8.2.6 Customer acknowledges that the Philips Administrator Account of the Licensed Software, and any related login credentials that Philips provides to Customer, shall not be used, and Customer agrees not to so use, for any reason. Instead, the Licensed Software's Philips Administrator Account functionality is for use only by Philips and its authorized service representatives.
- 8.2.7 The Licensed Software shall be used only on the product(s) referenced in the Quotation ("Products"). Customer may transfer the Licensed Software in connection with sale of the Product to a healthcare provider who accepts all of the terms and conditions of this License and Agreement, provided that Customer is not in breach or default of this License, this Agreement, or any payment obligation to Philips.
- 8.3 Modifications. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software shall become null and void. This does not apply to patches or software updates provided by Philips to Customer. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
- 8.3.1 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by anyone other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.
- 8.3.2 Application Patches. From time-to-time, the Licensed Software may require the remote installation of certain application updates, upgrades, or enhancements to properly maintain the application in accordance with Philips' specifications ("Application Patches"). Working with Customer, Philips reserves the right to manage all Application Patches. These Application Patches will be sent remotely and securely to Customer's premise by means of Philips' Remote Services Gateway. If not deployed, Philips will be prevented from remotely installing such Application Patches to properly maintain the application in accordance with Philips' specifications.
- 8.3.3 OS Patches. Focal Point will periodically synchronize with a remote HSDP-based master Window Server Update Services (WSUS) server as defined within the Microsoft WSUS documentation. This synchronization is required for the Focal Point OS Patching feature to maintain an updated list of which Microsoft OS patches have been qualified by Philips and is required for the Focal Point OS Patching feature to function.

8.4 Processing of Personal Data. Other than as set out in Section 8.3 herein, in the event that Customer requests Philips to do so, Philips will process Personal Data only on instruction of Customer as set out in the Agreement and/or other communications made by Customer to Philips (where such instructions are consistent with the terms of the Agreement), unless otherwise required by applicable law ("Instruction(s)"). Customer warrants (a) that its Instructions will comply with applicable law including in relation to the protection of Personal Data and (b) that its Instructions will not cause Philips to violate applicable law. "Personal Data" means the information relating to an identified (or identifiable) individual, and collected, received, generated or otherwise obtained or processed by Philips in relation to or in the context of the Agreement or the relationship with Customer.

8.4.1 Instructions to Philips. The Licensed Software will collect and aggregate machine-to-machine data which may include certain Personal Data (e.g., IP addresses) ("Machine Data"). Customer hereby instructs Philips to process Personal Data (to the extent Personal Data is included in the Machine Data) for or in relation to performing the Services to Customer and other obligations under this Agreement, and as necessary to comply with other reasonable instructions provided by Customer where such Instructions are consistent with the terms of this Agreement. Customer represents and warrants to Philips that, prior to activation of the Philips' remote access to Customer's IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips' use of such data pursuant to this Agreement, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer's provision to Philips of the Customer Data and Philips' use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy.

8.4.2 Inability to Provide Data. Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section 8. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services.

8.4.3 Protection of Data. Philips will take appropriate commercially reasonable technical and organizational measures to protect the Personal Data, at a level appropriate to the risk, of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access during the processing.

8.5 Use of Machine Data. Philips acknowledges and agrees that Customer owns all Machine Data. Customer hereby licenses the Machine Data to Philips for use, processing, and aggregation consistent with this Agreement. Philips' usage will be solely in a primary usage manner to deliver functionality and services to Customer, which includes but is not limited to the aggregation and processing of Machine Data to enable users of the License Software (including Philips) to see statistical and reporting information and to troubleshoot problems that may arise. Customer acknowledges that it can access and copy Machine Data at any time through the Licensed Software application, and that Customer may request in writing that Philips delete the Machine Data.

9. **Additional Terms for Technology Refresh Entitlements.**

9.1 SES Plus

9.1.1 If included in the Quotation and subject to 9.1.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new personal computers (PCs) which run the PIC iX application. For the purpose of this provision, "if required" means PCs do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

9.1.2 This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs must meet the requirements of the first major release or version, or Customer must upgrade its PCs to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs under this entitlement in the first twelve (12) months following the effective date of the Agreement.

9.1.3 If Customer selects SES Plus entitlement, all Sectors under this Agreement shall be charged for this entitlement.

9.2 SES Pro

9.2.1 If included in the Quotation and subject to 9.2.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new PCs and Physical Servers for PIC iX application. For the purpose of this provision, "if required" means PCs and Physical Servers do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

9.2.2 This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs and Physical Servers must meet the requirements of the first major release or version, or Customer must upgrade its PCs or Physical Servers to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs or Physical Servers under this entitlement in the first twelve (12) months following the effective date of the Agreement.

9.2.3 If Customer selects the SES Pro entitlement, all Sectors under this Agreement shall be charged for this entitlement.

10. Customer Success Management Services.

10.1 During the term of the Agreement Philips will assign a Customer Delivery Manager familiar with Customer account, key stakeholders, and contract coverage to provide the following:

10.1.1 Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Equipment service issues resolved during the previous period and review any open or unresolved issues.

10.1.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

10.1.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability, and other dependencies for the deployment of new software upgrade.

11. True-Up For Sectors Added After initial Quotation.

11.1 Customers without SES Plus or SES Pro. Philips and Customer will review annually the Sectors covered by the Agreement to match the number of Sectors actually installed at Customer's Site(s). Philips will automatically update Customer invoice to match the current Sectors installed on the True Up date on a go forward basis. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then-current Quotation.

11.2 Customers with SES Plus or SES Pro. Philips and Customer will review the Sectors covered by the Agreement each time Customer adds a new Sector to the Agreement. Philips will automatically update Customer invoice to match the current Sectors installed. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then current Quotation.

12. Test System.

12.1 Philips will provide software versions for an off-line test system ("Test System"). The Test System is not to be used in a production environment or to provide patient care. No additional services will be provided hereunder for the Test System. Initial capital purchase of Test System licenses and hardware is Customer's responsibility.

13. Fetal Monitors.

13.1 New software versions for Fetal Monitors will be installed by Philips during an ongoing upgrade project for PICs or MP/MX bedsides, when a new version is made commercially available. Training for Fetal Monitoring is not included, and if required, Customer must purchase a Training entitlement.

14. Vital Signs.

14.1 Philips will only provide new software for the Vital Signs and VM monitors specified below on a like for like basis with Customer's existing configuration and features. Philips will not provide any installation labor to upgrade Vital Signs monitors. Installation of all Vital Signs monitor software will be Customer's responsibility. Vitals Signs software provided under this Agreement is limited to VS30 via Incenter, VS3/VS4, VM, VSI and VS2+ monitors only. Any new configuration and features must be purchased on a capital basis and will then be updated under this Agreement.

14.2 The upgrade part numbers available under this Agreement are listed below. For any Vital Signs models not listed below, Customer must download the software from Philips Incenter.

863089 – SureSigns VM Software Upgrade Kit

863090 – SureSigns VS3 Software Upgrade Kit

863295 – SureSigns VSI, VS2+ Software Upgrade Kit

15. PIC iX Data Warehouse Connect (DWC).

15.1 New software versions for DWC will only be installed and are included by Philips during an ongoing upgrade project for PIC iX. Customers who wish to install a new version of DWC outside the PIC iX implementation cycle will need to pay an additional implementation fee. Customer must purchase the original DWC license to be covered by this Agreement.

16. CareEvent (Event Notification) Event Management System.

16.1 If included in the Quotation, new software versions for CareEvent (Event Notification) will only be installed by Philips during an ongoing upgrade project for PICs iX. Customer must meet minimum requirements for PIC iX Revision 4.x or higher. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

17. System Healthcheck.

17.1 During the term of the Agreement Philips will provide one (1) on-site visit per contract year, scheduled Monday through Friday between 8:00 AM – 5:00 PM, to evaluate Equipment and network health and compatibility. The entitlement under this section

is specifically designed to work in conjunction with each year's SES Services and cannot be carried over to future contract years. Following each annual visit, Philips will provide Customer a report with recommendations relative to the Equipment.

18. Clinical Implementation Services.

- 18.1 If included in the Quotation, Philips will provide implementation (virtually or on-site as necessary) services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of installation and clinical education will vary by new version, update, or fix and will be defined by Philips at Philips' sole discretion.
- 18.2 After Hours Support. If included in the quote, Clinical Implementation after hour support will be provided between the hours of 7 PM – 7 AM, including weekends and holidays if needed.
- 18.3 Go-Live Support. Philips will provide on-site clinical go-live support during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.
- 18.4 Clinical Education. Clinical services will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours from the assigned Philips clinical consultant, at an additional cost.
- 18.4.1 Clinical Education class size is limited to ten (10) participants;
- 18.4.2 Customer will provide a suitable location for on-site classroom education; and
- 18.4.3 Customer will provide full and free access and use of the Equipment for education.
- 18.5 Equipment Configuration. Configuration services will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, as coordinated with the assigned Philips clinical consultant, and are limited to the new software version implementation. Customer will provide access and use of their equipment. Configurations are based on current monitoring solution. If expert screen services are required, as determined solely by Philips, they are available at an additional cost.
- 18.6 User Acceptance Testing. Following implementation of a new software version or Equipment Configuration services. Philips and Customer will perform user acceptance testing. Philips will provide Customer with an electronic copy of the resultant configuration files and reports.
- 18.7 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight (8) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementations Services with Philips in accordance with this Exhibit, then Philips shall not be obligated to perform such Clinical Services.
- 18.8 Travel Expenses. Unless otherwise stated in the Quotation, Philips' travel expenses for all Clinical Implementation Services delivered at Customer site are included in the price described in the Agreement.

19. Clinical Advanced Services.

- 19.1 If included in the quotation, Philips will provide a set number of Clinical Advanced Services projects, based on the contract term as outlined in the table below. These projects will be coordinated by Philips Clinical Professional Services (CPS) team with input from the Philips Clinical Lead.

SES Contract Term in Years	Maximum number of Projects
4	2
5	3
6-7	4
8-9	5
10	6

- 19.2 The CPS team will initiate the Clinical Advanced Services projects with Customer to define the journey map and outline/agree upon the project goals.
- 19.3 Customer will provide a project lead to ensure Customer responsibilities for the Clinical Advanced Services projects are completed. Customer responsibilities include but are not limited to 1) scheduling observations, meetings, and events; 2) scheduling staff interviews; 3) assisting with data gathering; and 4) scheduling report-out meetings.
- 19.4 Clinical Advanced Services projects will be mutually determined by Customer's designated lead and the Philips CPS Clinical Lead. A project is scoped by practice area and includes a maximum of two (2) planned goals. Specific details regarding the types of such projects are available to customers from their Philips clinical consultant.

20. Advanced Technology Service.

- 20.1 If included in the Quotation, Philips will provide on-site installation services for new versions that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer, Monday through Friday between 8 AM and 5 PM, excluding Philips holidays.
- 20.2 For full version upgrade and update projects, Philips Project Manager, FSE, Network Engineer, and Integration Engineer will provide remote or on-site consultative advisory services as needed.
- 20.3 Philips technical resource will provide consultative advisory services may be provided up to two (2) times per contract year either on-site or remote, as determined by Philips, based upon Customer need.
- 20.4 If purchased with this Agreement, Philips will provide on-site installation of validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE up to four (4) times per contract year. Additionally, Philips will also provide up to two (2) on-site visits per contract year for emergency patch support, as determined by Philips. PIC iX system(s) and IBE are the only elements for this entitlement other elements (e.g., Cisco switches) are NOT included in the patching provisions of the SES, and if Customer wants Philips to patch the switches, it will be done via time and material quote.

21. Customer Responsibilities.

- 21.1 System Administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.
- 21.2 Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Equipment to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.
- 21.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.
- 21.4 Software Version Levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.
- 21.5 Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.
- 21.6 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the Equipment Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.
- 21.7 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

22. Service Limitations.

- 22.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 22.2 Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain its own anti-virus software in accordance with the Equipment Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.
- 22.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of this Agreement.

23. Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to the applicable Monitoring Analytics and Therapeutic Care Services.

- 23.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:

23.1.1 any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);

23.1.2 any product supplied by Philips that has been modified by Customer or any third party;

23.1.3 any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and

23.1.4 any product that has reached its End of Life.

23.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.

23.3 If the Equipment covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, network, hardware and parts are not included in the Services.

23.4 Any network related problems.

23.5 The cost of Consumables, software media, and cassettes.

24. Joint Marketing Plan.

24.1 Philips agrees to provide reasonable assistance to Customer in marketing the benefits of the Services in accordance with a joint marketing plan to be mutually developed within eighteen (18) months of the Effective Date. Philips and Customer agree that each respective marketing team will work collaboratively and gain joint approval prior to marketing the partnership.

25. Customer Contact.

25.1 Customer will designate an individual, as may be updated from time-to-time, who will act on its behalf to work with Philips and coordinate Customer's SES entitlements during the Agreement. Customer will provide Philips such delegate's name, title, phone number, and e-mail address.

26. License and Warranty for Software Licensed as Part of this Agreement.

Excluding Focal Point, all software provided to Customer under this Agreement (specifically excluding all software which Customer has access to without this Agreement which remains subject to its original terms of purchase) is subject to the following license terms.

26.1 License Grant.

26.1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the Quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the Quotation and these Terms and Conditions. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions and/or the Quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

26.1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under Section 24.1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

26.1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

26.1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the Quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.

26.1.5 The Licensed Software shall be used only on the product(s) referenced in the Quotation.

26.1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

26.2 Modifications.

26.2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

26.2.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

26.3 Stand-alone Licensed Software. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

26.4 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by Customer, upon Customer's request. Any refund will be paid to Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 AM – 5:00 PM, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

26.5 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

26.6 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

27. Philips IntelliVue Products.

27.1 The following applies in the event Customer elects to use the Philips IntelliVue Information Center on its general network versus dedicating a separate IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips IntelliVue bedside Vital Signs Patient Care Monitors:

27.1.1 The Philips IntelliVue Information Center is a secondary vital signs monitoring tool that is used by Customers to monitor the activity arising from alarms that sound from a Vital Signs Patient Care Monitor at the patient bedside. Philips advises that the likelihood of network or bandwidth outages is generally greater when using a medical device on a general network vs. a network dedicated solely to its use. In the event of a network or bandwidth outage were to directly affect the Philips IntelliVue Information Center's ability to communicate with a bedside Monitor, the Philips IntelliVue Information Center would not be available to get real time alarm information from a bedside Monitor. Accordingly, Customer is reminded that its nursing protocols at the patient room floor must be based on using the

Philips bedside Monitor, at all times, as the primary medical device to use and respond to, for monitoring patient's vital signs at the patient bedside.

- 27.1.2 Philips does not sell anti-virus software with these products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the products. Use of anti-virus in a manner not recommended in the user manual or without patch validation with Philips is Customer's sole responsibility or risk.
- 27.1.3 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide for details.

13. ADDITIONAL TERMS AND CONDITIONS FOR MONITORING ANALYTICS & THERAPEUTIC CARE CAREEVENT EVENT MANAGEMENT SYSTEM, EVENT NOTIFICATION, OR GUARDIAN SOFTWARE MAINTENANCE AGREEMENT

1. Services Provided.

- 1.1 Commencing on the Effective Date and subject to the limitations below, Philips will provide Services listed on the Quotation(s) for the Equipment.

Table 1 - Coverage Types			
Coverage Types	Telephone and Remote Support	Software Upgrades	Installation Services for Software Upgrades
CareEvent Software Maintenance Agreement Standard	Included	Included	Included (Remotely)
CareEvent Software Maintenance Agreement Basic	Included	Included	Up to 2 per term (Remotely)
Guardian Software Maintenance Agreement Standard	Included	Included	Included (Remotely)

1.1 Definitions.

- 1.1.1 Software Version: Introduces major release with significant new features and functionality.
- 1.1.2 Software Update: Provides minor enhancements or improvements to performance, maintainability, and serviceability.
- 1.1.3 Software Fix: Corrects Product Defect.
- 1.1.4 Equipment: CareEvent Event Management System or Guardian Software only.

2. Telephone and Remote Support.

- 2.1 Telephone Support. Telephone and Remote Support coverage is included with all service agreements identified in this Exhibit. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four (24) hours per day, seven (7) days per week including Philips recognized holidays. **Philips Customer Care Support Line Call + 1 800-722-9377.**
- 2.2 Remote Access & Diagnostics. Philips may remotely access the Equipment to perform Services. Customer shall provide Philips' access to the Equipment.
- 2.3 InCenter Access. Philips will provide access to Philips web-based support tool for the System(s) covered under the Service Agreement.

3. Interface Support.

Philips supports the DICOM and HL7 communication to and from the Equipment, as they exist at the Equipment Site at the time of installation. In the case of upgrades, Philips shall provide the following software maintenance services:

- 3.1 If the Philips System, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore the inbound / outbound communication to the pre-upgrade condition with like-for-like parameters.
- 3.2 Philips' interface support does not include the modification of any interface due to interface changes in third-party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the Equipment that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer.

4. Software Versions and Updates.

If a software version or update is available for the Equipment, is included in the Agreement, and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment application software during the term of the Agreement as follows:

- 4.1 Philips will provide software upgrades consisting of updates and new versions of, software for existing applications. Upgrades for MP5SC and SureSign monitors are not included with Guardian SMA. CareEvent SMA does not provide any upgrades for bedside monitors. Unless specified, third party software including, but not limited to operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and replacement are not included. Customer has no right to software, which has reached the published end of sale date. When required for the upgrade, Philips will provide operating system licenses and database software licenses (SQL) for the CareEvent application.
- 4.1.1 Functionality. Customer is entitled to additional functionality previously purchased or bundled with the software if available in the version or update released on or after the start date of the Agreement. Customer acknowledges that

certain functionality in current and previous software versions may not be available in future upgrades. Added functionality may require additional paid services (clinical and technical) to configure and support.

- 4.1.2 Hardware updates and replacement. Software versions, updates and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

4.2 To receive an upgrade:

- 4.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of Philips remote service capability and access to the Equipment by Philips personnel;
- 4.2.2 Customer must identify one Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of upgrades installation under this Exhibit; and
- 4.2.3 The Equipment that will receive the version or update must meet the specifications of the upgrade. Customer shall provide the Equipment hardware or software necessary to meet such specifications.

- 4.3 Unless specifically included elsewhere in this agreement, software versions and updates do not include implementation services, applications that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, software updates of third-party software (e.g., Citrix).

- 4.4 Philips shall have no responsibility to provide software versions or updates for minor software defects.

- 4.5 Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Equipment under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the Equipment from Philips or later provided to Customer.

- 4.6 Philips will notify Customer if a new version update or upgrade is available. If Customer chooses to receive an upgrade, then Customer must register for the upgrade by responding in writing within three (3) months of the date of Philips notice. If Philips does not receive such response from Customer within the three-month period, then Philips is under no obligation to provide such upgrade. If the Agreement expires after Philips notifies Customer that an upgrade is available, then Customer is entitled to receive the offered upgrade for three (3) months following such termination.

- 4.7 If Philips does not release a new version update or upgrade during any twenty-four (24) month period during the term of the Agreement and Customer does not have the latest available software version, then Philips will, at Customer's request, provide Customer with an upgrade to the latest available software version. If Philips does not receive such request from Customer prior to the expiration or termination of the Agreement, then Philips is under no obligation to provide such upgrade.

5. Installation Services for Software, Versions, and Updates.

- 5.1 Philips will install the new versions updates or upgrades that Customer is entitled to receive under this Agreement remotely, at a time mutually agreed to by Philips and Customer. Philips will provide clinical support during the installation that Customer is entitled to receive under the purchased coverage type. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor rates. Clinical support at the installation will be provided in support of the new software version installation. Clinical support at the installation may be provided remotely.

6. Clinical Support of the Installation.

- 6.1 New version upgrade or update installation shall take place during standard coverage hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays. Philips will perform the clinical support of the installation ("Go-Live Support") and clinical configuration of the upgraded software with like for like workflow functionality for new version and updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of the installation or clinical education (if purchased separately) will vary by type of upgrade and will be defined by Philips at Philips' sole discretion. Customer will provide full and free access and use of the Equipment for education. If Customer requires installations not provided in the Agreement's entitlements, installation support, or clinical services, or if services are not included with the agreement, then Philips will provide such installation or services to Customer at Philips then current labor and material rates.

7. Test System.

- 7.1 If applicable Philips will provide software for an off-line test system after first time commercial purchase of licenses and associated hardware. The Test System is not to be used in a production environment or with patients.

8. Customer Success Management Services.

During the term of the Agreement Philips will assign a Customer Delivery Manager familiar with Customer account, key stakeholders, and contract coverage to provide the following:

- 8.1 Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Equipment service issues resolved during the previous period and review any open or unresolved issues.

- 8.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.
- 8.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability, and other dependencies for the deployment of new software upgrade.

9. Annual Review.

- 9.1 If applicable, Philips and Customer will annually review the Equipment covered by the Agreement to match quantities of Equipment actually in use at the Site(s). Philips may update the Agreement to match this inventory, including adjusting price based on actual Equipment. Philips has no responsibility to service equipment not listed on the original or updated Agreement.

10. Customer Responsibilities.

- 10.1 System administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.
- 10.2 Remote access. Customer must provide necessary remote access, required information, and support for the Equipment to connect to Philips Remote Service (PRS). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.
- 10.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.
- 10.4 Software version levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.
- 10.5 Hardware revision levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.
- 10.6 Data reconstruction. Customer shall follow the recommended back-up processes as outlined in the Equipment Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.
- 10.7 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

11. Service Limitations.

- 11.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 11.2 Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus software in accordance with the Equipment Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.
- 11.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of this Agreement.

12. Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to the applicable Monitoring Analytics and Therapeutic Care Services.

- 12.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:

- 12.1.1 Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);

- 12.1.2 Any product supplied by Philips that has been modified by Customer or any third party;

12.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and

12.1.4 Any product that has reached its End of Life.

12.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.

12.3 If the Equipment covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, hardware and parts are not included in the Services.

12.4 Any network related problems.

12.5 The cost of consumable materials, including batteries, software media, and cassettes.

14. ADDITIONAL TERMS AND CONDITIONS FOR MONITORING ANALYTICS & THERAPEUTIC CARE ENTERPRISE SOFTWARE MAINTENANCE AGREEMENT HARDWARE SUPPORT COVERAGE

1. If included in the Agreement, Philips will provide hardware support Services during standard coverage hours, Monday through Friday, 8:00 AM to 5:00 PM local time, excluding Philips recognized holidays. Hardware support coverage provides Customer's technical or biomed support organization with clinical and technical phone support, troubleshooting, parts, and repairs, as follows:
2. **Support Parts.**
 - 2.1 If the Agreement includes Support Parts, then Philips will provide the technical and clinical phone support and parts for corrective services for Equipment hardware covered under this Exhibit. Unless otherwise specified, parts will be shipped via priority delivery.
3. **Support Parts with Second Response.**
 - 3.1 If the Agreement includes Support Parts with Second Response, then Philips will provide the technical and clinical phone support, parts and second response for corrective services for Equipment hardware covered under this Exhibit. Unless otherwise specified, parts will be shipped via priority delivery.
4. **Comprehensive On-site.**
 - 4.1 If the Agreement includes Comprehensive On-site, then Philips will provide the technical and clinical phone support, parts, and comprehensive on-site support for corrective services for Equipment hardware covered under this Exhibit. Unless otherwise specified, parts will be shipped via priority delivery.

15. ADDITIONAL TERMS AND CONDITIONS FOR MONITORING ANALYTICS & THERAPEUTIC CARE SERVICE AGREEMENTS

1. Services Provided.

1.1 Commencing on the Effective Date and subject to the limitations below, Philips will provide Services listed on the Quotation(s) for Equipment.

Agreement Type	Telephone and Remote Support	On-Site Response Time	On-Site Labor	On-Site Travel	Parts	Priority Parts Delivery
Comprehensive On-site Support	24x7x365 Two Hour Response	On-Site Next Business Day†	Included	Included	Included††	Included
Support Parts Agreement	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Included††	Included
Support Parts Agreement with Second Response	24x7x365 Two Hour Response	On-Site Next Business Day†	Included	Included	Included††	Included
Bench Repair Service	24x7x365 Two Hour Response	Not Applicable	Included – Remote Only	Not Applicable, Return Shipping Only	Included††	Typical Bench Repair Time: 3-6 business day return†
Unit Exchange Services	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Unit exchange only	Typical Unit Exchange Time: Next business day exchange†
Biomed Assist Services	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Discount Applied	Included

†Excluding Philips recognized holidays

††Excluding Supplies and Accessories

2. Response Time Definitions.

- 2.1 “*Initial Telephone Response*” is the time for a qualified Philips service representative to make direct telephone contact with Customer following a request for Service.
- 2.2 “*On-Site Response Time*” is the time for a qualified Philips service representative to arrive on-site to begin service.
- 2.3 “*Typical Bench Repair Time*” is the time for a qualified Philips service representative to repair and return Customer’s existing Monitoring Analytics and Therapeutic Care equipment (from Philips receipt of the device to Philips shipment of such equipment to Customer).
- 2.4 “*Typical Unit Exchange Time*” is the time for a qualified Philips service representative to exchange Customers’ Monitoring Analytics and Therapeutic Care equipment with a new and/or refurbished device.
- 2.5 “*Philips Next Business Day*” response depends on the location of Customer. Philips response time will be: (i) next business day response time for Sites located within 100 miles of the responding Philips Field Service Engineer, (ii) two (2) business days for Sites located within 101 – 200 miles of the responding Philips Field Service Engineer, (iii) three (3) business days for Sites located within 201 – 300 miles of the responding Philips Field Service Engineer, and (iv) the response time described in the Agreement for Sites located greater than 301 miles of the responding Philips Field Service Engineer.

3. Coverage.

- 3.1 Telephone and Remote Support. Telephone and remote support coverage is included with all service agreements identified in this Exhibit. Reference the table under Section 1.1 of this Exhibit for specific telephone and remote support hours. **Philips Customer Care Support Line Call + 1 800-722-9377.**
- 3.2 Remote Access and Diagnostics. Philips may remotely access the Equipment to perform Services. Customer shall provide Philips access to the Equipment.
- 3.3 On-Site Labor and Travel. Philips will provide the labor and travel necessary for the delivery of corrective maintenance Services during on-site Service coverage hours. On-site service coverage hours are Monday to Friday, 8:00 AM to 5:00 PM excluding holidays.

- 3.4 Extended Coverage Hours. Extended coverage hours for on-site labor coverage are seven (7) days per week, twenty-four (24) hours per day, including Philips holidays.
- 3.5 Overtime On-Site Labor and Travel. If extended coverage hours are not included, then overtime on-site labor will be billed at a preferred rate.
- 3.6 Parts and Priority Delivery of Parts. Philips will provide the parts for corrective maintenance services. Priority Delivery of parts is next business day delivery for parts ordered prior to 3:00 PM Eastern.
- 3.7 Planned Maintenance. If Planned Maintenance Service is included in the Agreement, then Philips will provide Customer a planned maintenance schedule for the Equipment. Philips will provide such planned maintenance during the service coverage hours at a mutually agreed upon time. Customer will make the Equipment available in accordance with this Exhibit. Philips will provide planned maintenance on the Equipment at scheduled intervals. Philips may perform Planned Maintenance activities at the Philips repair facility for certain Monitoring Analytics and Therapeutic Care equipment. If loaner equipment is included in the service agreement and provided to Customer, then Customer will execute a loaner agreement to document its responsibility for any loss or damage to such equipment while in Customer's possession. All terms and conditions of the Agreement and this Exhibit will apply to the loaner equipment.

4. **Customer Responsibilities**

- 4.1 Support Parts Agreement.
 - 4.1.1 Ensure that all Monitoring Analytics and Therapeutic Care equipment of the same model number at Customer Site is covered by the same Support Parts Agreement program, a separate Philips service agreement (except Biomed Assist Services), or Philips standard warranty. If such service agreement or warranty expires during the term of this Agreement, then all equipment of the same model as the Monitoring Analytics and Therapeutic Care equipment must be added to the existing Support Parts Agreement program (except Biomed Assist Services) or a new Philips service agreement that includes a Support Parts Agreement.
 - 4.1.2 Designate and train a biomedical engineer and an alternate, who will serve as Philips' primary support contacts. Such individuals must be familiar with all aspects of biomedical training provided by Philips. In addition, the biomedical engineer shall maintain the integrity of the Equipment. If Customer does not have a trained biomedical engineer who meets Philips requirements, then Customer shall purchase the optional Biomedical Engineer (BMET) Training course.
 - 4.1.3 If Customer cannot resolve the Equipment problem and requires on-site assistance of Philips, then Philips will provide such on-site service at Philips then current standard labor and travel rates per service visit (unless Second Response coverage is included in this Agreement).
- 4.2 Biomed Assist Services. If Biomed Assist Services coverage is included in this Agreement, then Customer will ensure that any Monitoring Analytics and Therapeutic Care equipment not covered by Biomed Assist Services is covered under a Support Parts Agreement, a separate Philips service agreement, or Philips standard warranty. If such Support Parts Agreement, service agreement, or warranty expires during the term of the Agreement, then all Monitoring Analytics and Therapeutic Care equipment covered under such expiring agreement or warranty must be added to the existing Biomed Assist Services coverage or a new Philips service agreement.
- 4.3 Parts. If Parts coverage is included in this Agreement, then, subject to the terms and conditions of this Agreement, the cost of parts used in corrective maintenance of the Equipment at Customer Site is included in this Agreement. Philips may reject any Customer requests for parts that is not for the Equipment. The following applies regardless of whether Parts coverage is included or not included in this Agreement: Customer acknowledges and agrees that all parts furnished pursuant this Agreement will only be used in the maintenance, service and repair of the Equipment at Customer Site. Customer may not resell or exchange such parts with any third party. Unless Priority Parts Delivery is included in the Services Agreement, all replacement parts ordered under this Services Exhibit will be shipped using Philips standard shipping priority prepaid subject to availability. Other freight arrangements will be at Customer's request and expense. Philips may use refurbished components in the repair of the Equipment; the refurbished components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of the Monitoring Analytics and Therapeutic Care equipment and shall be warranted to the same extent that a non-refurbished component is warranted.
- 4.4 Exchange Unit: If a replaced part is a recyclable or exchange part as indicated on Philips' published price book, then Customer must return to Philips the failed recyclable or exchange part for which the replacement part was furnished within seven (7) days of shipment of the replacement part. If the failed part is not returned to Philips in the time stated, Customer will pay Philips, in addition to any other amounts due Philips, Philips' published list price for such parts plus freight.
- 4.5 Remote Access. For Philips to provide remote support, Customer must provide remote access to the Equipment via Philips specified connection as described in this Agreement and notify Philips of any changes to connection procedures. Customer must also provide Philips with access to domain accounts, passwords, and connections that are necessary to perform required Services.
- 4.6 Security. Customer shall provide security to prevent unauthorized Equipment access to proprietary and confidential information.
- 4.7 Software Version Levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.

- 4.8 Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive new software versions, updates and fixes, Customer must maintain all associated hardware to the then-current specification for the software upgrades.
- 4.9 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guide. Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.
- 4.10 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds that Philips requests while seeking a long-term Equipment resolution.

5. **Service Limitations.**

- 5.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer created data backup. If Customer created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 5.2 Anti-Virus Statement. Philips' software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus software in accordance with the System Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer and covered under this Agreement.
- 5.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement.

6. **Exclusions.**

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services.

- 6.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:
 - 6.1.1 Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to the Equipment without Philips' approval. Examples include software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
 - 6.1.2 Any product supplied by Philips that has been modified by Customer or any third party; and
 - 6.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements.
 - 6.1.4 Any product that has reached its End of Life.
 - 6.1.5 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.
 - 6.1.6 Any network related problems.
 - 6.1.7 The cost of Consumables software media, and cassettes.

16. ADDITIONAL TERMS AND CONDITIONS FOR MONITORING ANALYTICS & THERAPEUTIC CARE INTELLIBRIDGE ENTERPRISE SOFTWARE MAINTENANCE AGREEMENT

1. Services Provided.

- 1.1 Commencing on the Effective Date and subject to the limitations below, Philips will provide Services listed on the Quotation(s) for the Equipment.

Table 1 - Coverage Types			
Coverage Types	Telephone and Remote Support	Software Versions, Updates and Fixes	Installation Services for Software Upgrades
IntelliBridge Enterprise Software Maintenance Agreement Standard	Included	Included	Remote

- 1.2 Definitions.

- 1.2.1 Software Version: Introduces major release with significant new features and functionality.
- 1.2.2 Software Update: Provides minor enhancements or improvements to performance, maintainability, and serviceability.
- 1.2.3 Software Fix: Corrects Product Defect.
- 1.2.4 Equipment: IntelliBridge Enterprise (Monitoring Analytics Product Licenses).

2. Telephone and Remote Support.

- 2.1 Telephone Support. Telephone and Remote Support coverage is included with all service agreements identified in this Exhibit. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four (24) hours per day, seven (7) days per week including Philips recognized holidays. **Philips Customer Care Support Line Call + 1 800-722-9377.**
- 2.2 Remote Access & Diagnostics. Philips may remotely access the Equipment to perform Services. Customer shall provide Philips access to the Equipment.
- 2.3 InCenter Access. Philips will provide access to Philips web-based support tool for the System(s) covered under the Service Agreement.

3. Interface Support.

Philips supports the DICOM and HL7 communication to and from the Equipment, as they exist at the Site at the time of installation. In the case of upgrades, Philips shall provide the following software maintenance services:

- 3.1 If the Philips System, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore the inbound / outbound communication to the pre-upgrade condition with like-for-like parameters.
- 3.2 Philips' interface support does not include the modification of any interface due to interface changes in third party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the Equipment that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer.

4. Software Versions and Updates.

If a software version or update is available for the Equipment, is included in the Agreement, and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment application software during the term of the Agreement as follows:

- 4.1 Philips will provide software upgrades consisting of updates and new versions of, software for existing applications. Unless specified, third party software including, but not limited to operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and replacement are not included. Customer has no right to software, which has reached the published end of sale date.
- 4.1.1 Functionality. Customer is entitled to additional functionality previously purchased or bundled with the software if available in the version or update released on or after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in future upgrades. Added functionality may require additional paid services to configure.

4.1.2 Hardware updates and replacement. Software versions, updates and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

4.2 To receive an upgrade:

4.2.1 Customer must comply with all terms and conditions of this Exhibit and the Agreement, including the availability of Philips remote service capability and access to the Equipment by Philips personnel;

4.2.2 Customer must identify one Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of upgrades installation under this Exhibit; and

4.2.3 The Equipment that will receive the version or update must meet the specifications of the upgrade. Customer shall provide the Equipment hardware or software necessary to meet such specifications.

4.3 Unless specifically included elsewhere in this agreement, software versions and updates do not include functionality, applications, options or the like that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, software updates of third party software (e.g., Citrix). Philips shall have no responsibility to provide software versions or updates for minor software defects.

4.4 Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Equipment under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the Equipment from Philips or later provided to Customer.

4.5 Philips will notify Customer if a new version update or upgrade is available. If Customer chooses to receive an upgrade, then Customer must register for the upgrade by responding in writing within three (3) months of the date of Philips notice. If Philips does not receive such response from Customer within the three-month period, then Philips is under no obligation to provide such upgrade. If the Agreement expires after Philips notifies Customer that an upgrade is available, then Customer is entitled to receive the offered upgrade for three (3) months following such termination.

4.6 If Philips does not release a new version update or upgrade during any twenty-four (24) month period during the term of the Agreement and Customer does not have the latest available software version, then Philips will, at Customer's request, provide Customer with an upgrade to the latest available software version. If Philips does not receive such request from Customer prior to the expiration or termination of the Agreement, then Philips is under no obligation to provide such upgrade.

5. Installation Services for Software, Versions, and Updates.

5.1 Philips will install the new versions updates or upgrades that Customer is entitled to receive under this Agreement remotely, at a time mutually agreed to by Philips and Customer. Philips will provide clinical support or clinical education during the installation that Customer is entitled to receive under the purchased coverage type. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor rates. Clinical support at the installation will be provided in support of the new software version installation. Clinical support at the installation may be provided remotely.

6. Customer Responsibilities.

6.1 System administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

6.2 Remote access. Customer must provide necessary remote access, required information, and support for the Equipment to connect to Philips Remote Service (PRS). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

6.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.

6.4 Software version levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.

6.5 Hardware revision levels. Customer must maintain all associated Equipment Virtual machines, hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.

6.6 Data reconstruction. Customer shall follow the recommended back-up processes as outlined in the Equipment Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.

6.7 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

7. Customer Success Management Services.

During the term of the Agreement Philips will assign a resource familiar with Customer account, key stakeholders, and contract coverage to provide the following:

- 7.1 Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Equipment service issues resolved during the previous period and review any open or unresolved issues.
- 7.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.
- 7.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability and other dependencies for the deployment of new software upgrade.

8. Annual Review.

- 8.1 If applicable, Philips and Customer will annually review the Equipment covered by the Agreement to match quantities of Equipment actually in use at the Site(s). Philips may update the contract to match this inventory, including adjusting price based on actual equipment and systems owned by Customer. Philips has no responsibility to Service systems not listed on the original or updated contract.

9. Service Limitations.

- 9.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software (if the SQL server is co-located with the IBE), and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 9.2 Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus software in accordance with the Equipment Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.
- 9.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement.

10. Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to the applicable Monitoring Analytics and Therapeutic Care Services.

10.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:

- 10.1.1 Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
- 10.1.2 Any product supplied by Philips that has been modified by Customer or any third party;
- 10.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and
- 10.1.4 Any product that has reached its End of Life.

10.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.

10.3 If the Equipment covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, hardware and parts are not included in the Services.

10.4 Any network related problems.

10.5 The cost of consumable materials, including batteries, software media, and cassettes.

17. ADDITIONAL TERMS AND CONDITIONS FOR INTELLISPACE PERINATAL SOFTWARE SERVICE AGREEMENTS

1. Services.

- 1.1 Commencing on the Effective Date and subject to the limitations below, Philips will provide Services listed on the Quotation(s) for Equipment.

Coverage Types	Telephone and Remote Support, Interface Support	IntelliSpace Perinatal Software (ISP) Upgrades	Installation Services for Software Upgrades
ISP Essential Service Agreement	Included	Included	Included

2. Telephone and Remote Support.

- 2.1 Telephone Support. Telephone and Remote Support coverage is included with all service agreements identified in the Exhibit. Technical Telephone and Remote Support coverage Services are available twenty-four (24) hours per day, seven (7) days per week including Philips recognized holidays. Clinical Telephone and Remote Support coverage is available Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays. **Philips Customer Care Support Line Call + 1 800-722-9377.**
- 2.2 Initial Telephone Response. If Philips receives a Customer request for service Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays, then Philips will make reasonable efforts to make an initial response within one hour from the receipt of the request. Otherwise, Philips will respond within two hours of the receipt of the original message.
- 2.3 Remote Access & Diagnostics. Philips may remotely access the Equipment to perform services. Customer shall provide Philips access to the Equipment.
- 2.4 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services. Philips at its sole discretion, shall provide on-site, as necessary, software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site services (where applicable) are next business day, Monday through Friday, excluding Philips recognized holidays, 8:00 AM to 5:00 PM local time, and provides for labor and travel necessary for the delivery of corrective Services. On-site Software Resolution is not an installation service for new products.
- 2.5 Philips Internet-based Customer Support Tools. Philips will provide access to Philips web-based support tool for the System(s) covered under the Service Agreement.

3. Interface Support.

- 3.1 Philips supports the DICOM and HL7 communication to and from the Equipment as they exist at the time of installation. In the case of upgrades, Philips shall provide the following software maintenance Services:
- 3.1.1 If the Philips Equipment, interoperability mapping engine, or Biomedical Equipment is upgraded to the latest version of the existing application, Philips will restore the inbound / outbound communication to the pre-upgrade condition with like-for-like parameters. If incremental parameters or functionality are available as a result of the upgrade and Customer purchases or chooses to use these parameters or functionality, then Customer shall pay the cost of any additional work required to implement and support the new communication capabilities at Philips' then-current standard labor and material rates for such Service.
- 3.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third party hardware or software. If a planned upgrade of the Equipment involves modifications to the interface specifications, then Customer shall provide Philips detailed technical information on such modifications at least ninety (90) days in advance of the planned upgrade. Philips shall also work with the third party to understand changes in interface specifications and format and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer. Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard labor and material rates for such Service.

4. Software Upgrades, Updates, and fixes.

If an IntelliSpace Perinatal software upgrade, update, or fix (i) is available for the Equipment, (ii) is included in the Agreement, and (iii) the requirements of the Agreement are satisfied, then Philips will update or upgrade the Equipment application software during the term of the Agreement as follows:

- 4.1 Software Upgrades and Updates. Philips will provide software updates and upgrades consisting of revisions to, and new versions of, software for existing applications. Third party software including, but not limited to operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and upgrades

are not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer that an update or upgrade is available, then Customer is entitled to receive the offered update or upgrade for three (3) months following such termination.

4.1.1 Functionality. Customer is entitled to additional functionality or options previously purchased or bundled with the software if available in the update or upgrade. Customer may purchase new, separately licensed functionality or options for the Equipment separately after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in upgrades.

4.1.2 Hardware updates and upgrades. Software updates and upgrades may require hardware updates or upgrades. Customer is responsible for any such hardware updates or upgrades. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

4.2 To receive an upgrade:

4.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of Philips remote service capability and access to the Equipment by Philips personnel;

4.2.2 Customer must identify one Customer representative, in writing to Philips, who will manage and be responsible for Customer's selection and scheduling of upgrades installation under this Exhibit; and

4.2.3 The Equipment that will receive the update or upgrade must meet the specifications of the update or upgrade. Customer shall provide the Equipment hardware and/or software necessary to meet such specifications.

4.3 Unless specifically included elsewhere in this Agreement, software updates, upgrades, and fixes do not include functionality, applications, options or the like that were not purchased with the system, including virus protection software, security patches, custom interface software, operating system software, software updates of third party software (e.g., Citrix). Philips shall have no responsibility to provide software upgrades, updates, or fixes for minor software defects.

4.4 Customer may not resell, transfer, or assign the right to such upgrades, updates, or fixes to any third party. All upgrades, updates, and fixes provided to the System under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the system from Philips or later provided to Customer.

5. Installation Services for Software Upgrades, Updates, and Fixes.

5.1 Philips will install the upgrades, updates, or fixes that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at mutually agreeable time.

5.2 During the installation, Philips will provide clinical support or clinical education that Customer is entitled to receive under the purchased coverage type. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation and does not include end-user clinical education. Clinical support at the installation may be provided remotely at Philips sole discretion.

5.3 Update or upgrade installation and clinical support of the installation shall take place during standard on-site response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays, unless the twenty-four (24) hours by seven (7) days per week (includes Philips observed holidays) software upgrade implementation option is purchased in addition to the standard agreement. The twenty-four (24) hours by seven (7) days per week option provides after hours and weekend software update and software upgrade installation and clinical support of the installation. The twenty-four (24) hours by seven (7) days per week option is not available for all Philips products or service agreements. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then current labor and material rates.

6. Clinical Education.

6.1 Philips will perform the clinical support of the installation or clinical education for upgrades, updates, or fixes that Customer is entitled to receive under this Agreement, at a mutually agreeable time. Scope, duration, and delivery methodology of the clinical support of the installation or clinical education will vary by upgrade, update, or fix and will be defined by Philips at Philips sole discretion.

7. Customer Responsibilities.

7.1 System Administrator. Customer shall designate an individual(s) to serve as its system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the Equipment Administrator shall maintain the integrity of the System operation and ensure that proper backup procedures are in place.

7.2 Remote Access. Customer must provide necessary remote access, required information, and support for the Equipment to connect to Philips Remote Service (PRS). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

- 7.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.
- 7.4 IntelliSpace Perinatal Software Version Levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.
- 7.5 Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive IntelliSpace Perinatal software updates and upgrades, Customer must maintain all associated hardware to the then-current specification for the software updates or upgrades.
- 7.6 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guides. Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs. For an additional charge based upon published labor and material rates, Philips will offer services on a commercially reasonable efforts basis to reconstruct data.
- 7.7 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

8. Service Limitations.

- 8.1 IntelliSpace Perinatal Software (ISP) Restoration. If the system fails and the ISP application software requires restoration, Customer will reinstall servers and clients, including operating system, by referencing the Installation Checklists found in the ISP product documentation and under the direction of the CCSC. Philips will then reinstall ISP and attempt to rebuild database using Customer owned network base storage backups, to the revision level that existed prior to the malfunction or failure. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to hardware not supported under the Agreement, Customer shall restore servers and clients, including the operating systems according to IntelliSpace Perinatal specifications, before Philips begins any ISP software restoration efforts. Philips may offer, for an additional charge based upon published labor and material rates, hardware support and software restoration services.
- 8.2 Anti-Virus Statement. Philips' software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus software in accordance with the System Installation or Reference Guide. After installing the software, Customer shall have the burden of proof if it claims that Philips introduced a virus discovered in the software. Customer will pay an additional amount based on Philips' then-current time and materials rates for such work in respect of services rendered in connection with a virus that was not introduced by Philips. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.
- 8.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement. However, if Customer's request, then Philips may provide non-Philips software assistance on a time and materials basis, at Philips then-current time and materials rates, as available.

9. Services Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services provided under this Exhibit.

- 9.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:
 - 9.1.1 Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
 - 9.1.2 Any product supplied by Philips that has been modified by Customer or any third party;
 - 9.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; or
 - 9.1.4 Any product that has reached its End of Life.
- 9.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.
- 9.3 If the system covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, hardware and parts are not included in the Services.
- 9.4 Any network related problems.
- 9.5 The cost of Consumables, software media, and cassettes.

18. ADDITIONAL TERMS AND CONDITIONS FOR PHILIPS CLINICAL INFORMATICS SERVICE AGREEMENTS FOR INTEROPERABILITY PLATFORM

1. Services.

- 1.1 Commencing on the Effective Date and subject to the limitations below, Philips will provide services listed on the Quotation(s) for Equipment.

Table 1 - Coverage Type						
Coverage Types	Telephone and Remote Support, Interface Support	Software Upgrades	Installation Services for Software Upgrades	Hardware Coverage	Customer Success Management Services	Strategy Realization Services
Essential Service Agreement	Included	Included	Included	Optional; See Hardware Support Attachment	Not Included	Not available
Comprehensive Service Agreement	Included	Included	Included	Optional; See Hardware Support Attachment	Included	Not available

2. Telephone and Remote Support.

- 2.1 Telephone Support. Telephone and Remote Support coverage is included with all Service Agreements identified in the Exhibit. Technical Telephone and Remote Support Coverage Services are available twenty-four (24) hours per day, seven (7) days per week, including Philips recognized holidays. **Philips Customer Care Support Line Call + 1 800-722-9377.**
- 2.2 Initial Telephone Response. If Philips receives a Customer request for service Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays, then Philips will make reasonable efforts to make an initial response within one (1) hour from the receipt of the request. Otherwise, Philips will respond within two hours of the receipt of the original message.
- 2.3 Remote Access & Diagnostics. Philips may remotely access the System to perform service activities, product improvements, customer workflow, business analytics, etc. Customer shall provide Philips access to the System remotely.
- 2.4 Remote proactive monitoring – ISP server and applications will be proactively monitored over Philips Remote Services connectivity channel.

3. Interface Support.

- 3.1 Philips supports the DICOM and HL7 communication to and from the System as they exist at the System Site at the time of installation. In the case of upgrades, Philips shall provide the following Software Maintenance Services:
- 3.1.1 If the Philips System, interoperability mapping engine, or biomedical device is upgraded to the latest version of the existing application, Philips will restore the inbound / outbound communication to the pre-upgrade condition with like-for-like parameters. If incremental parameters or functionality are available as a result of the upgrade and Customer purchases or chooses to use these parameters or functionality, then Customer shall pay the cost of any additional work required to implement and support the new communication capabilities at Philips' then-current standard labor and material rates for such Service.
- 3.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third party Hardware or Software. If a planned upgrade of the System involves modifications to the interface specifications, then Customer shall provide Philips detailed technical information on such modifications at least ninety (90) days in advance of the planned upgrade. Philips shall also work with the third party to understand changes in interface specifications and format and may modify and upgrade the System to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer. Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard labor and material rates for such Service. Philips is following formal standards. In the event a third party does not follow the DICOM or other acceptable standard, Philips may charge a fee for the work of the third party.
- 3.2 Software Upgrades, Updates and Fixes. If a software upgrade, update, or fix (i) is available for the System, (ii) is included in the Agreement, and (iii) the requirements of the Agreement are satisfied, then Philips will update or upgrade the System application software during the term of the Agreement as follows:
- 3.2.1 Software Upgrades and Updates. Philips will provide Software updates and upgrades consisting of revisions to, and new versions of, Software for existing applications. Customer will pay professional fee with respect to Software upgrades. Third-party Software which classified as an a la carte option including, but not limited to operating system

licenses, database Software licenses, client access licenses, and anti-virus Software is not included. Hardware updates and upgrades are not included unless Customer purchases separately.

3.2.2 Hardware from Philips. Customer has no right to updates and upgrades made available by Philips before the start date of the Agreement, in the event customer did not have hardware update or upgrade coverage at such time.

3.2.3 Hardware updates and upgrades. Software updates and upgrades may require Hardware updates or upgrades. Customer is responsible for any such Hardware updates or upgrades unless Customer Purchases Hardware from Philips. Philips offers hardware support coverage for hardware updates and/or upgrades purchased from Philips. Upgrade installation and clinical support of the installation of hardware updates and/or upgrades purchased from Philips are subject to the terms of this Agreement.

3.3 To receive an upgrade:

3.3.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of Philips remote service capability and access to the System by Philips personnel;

3.3.2 Customer must identify one Customer representative, in writing to Philips, who will manage and be responsible for Customer's selection and scheduling of upgrades installation under this Exhibit; and

3.3.3 The System that will receive the update or upgrade must meet the specifications of the update or upgrade. Customer shall provide the System hardware and/or software necessary to meet such specifications.

3.4 Unless specifically included elsewhere in this agreement, software updates, upgrades, and fixes do not include functionality, applications, options or the like that were not purchased with the System, including virus protection software, security patches, custom interface software, operating system software, software updates of third party software (e.g., Citrix). Philips shall have no responsibility to provide software upgrades, updates or fixes for minor software defects.

4. Installation Services for Software Upgrades, Updates and Fixes.

4.1 Philips will install the upgrades, updates, or fixes that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at mutually agreeable time.

4.2 During the installation, Philips will provide clinical support or clinical education that Customer is entitled to receive under the purchased coverage type. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation. Clinical support at the installation may be provided remotely at Philips sole discretion.

4.3 Update or upgrade installation and clinical support of the installation shall take place remotely, subject to mutually agreed schedule or if required to be on-site, Philips will provide service during standard on-site response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays, subject to mutually agreed schedule. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then current labor and material rates.

4.4 If it is a bundled sale with Vue PACS Services, Customer may direct its inquiries or issues to Vue PACS Account Manager through Account Management Services.

5. Customer Responsibilities.

5.1 System administrator. Customer shall designate an individual(s) to serve as its system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the System operation and ensure that proper backup procedures are in place.

5.2 Remote access. Customer must provide necessary remote access, required information, and support for the System to connect to Philips Remote Service (PRS). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

5.3 Security.

5.3.1 Access Control: Customer is responsible for providing adequate security to prevent unauthorized System access Control to Philips (or its third-party vendors) proprietary and confidential information.

5.3.2 Security patches management. Security patching of all Operating Systems will be provided centrally via Philips Patching team.

5.3.3 Anti-Virus protection. Anti-Virus protection is provided by the installation of antivirus supporting SW, alternatively, the site is authorized to install their own anti-virus SW as long the SW doesn't conflict with ISP SW components. Scanning Exclusions shall be set per Scanning Exclusions list provided by Philips.

5.4 Software version levels. Customer must maintain its Systems at a currently supported version to receive support under this Exhibit.

5.5 Hardware.

5.5.1 If Customer elects to purchase Hardware from Philips, Philips will provide Customer with all Hardware during the contract term as service equipment. Philips maintains all right, title and interest in and to the Hardware. Customer agrees to keep the Hardware free and clear from all claims, liens, and encumbrances and will not assign, sublet, or grant a security interest in the Hardware. Customer may not install any third- party software on the Hardware without Philips' prior written consent. Customer, shall, at Customer's expense, maintain insurance against all risks of damage to and loss of the Hardware other than that caused by Philips or Philips' agents.

5.5.2 Philips shall upgrade or replace the Hardware as necessary during the contract term (a) to support the service levels as set forth on this Agreement and (b) if required to support an Update of the Software.

5.5.3 For the purpose of this section, Hardware shall mean the server hardware necessary to operate the Software. Hardware excludes any non-Philips client hardware, such as a computer, workstation, terminal or other electronic device used to access the Hardware.

5.5.4 If Customer provides its own Hardware, Customer must maintain all associated System hardware, firmware, and middleware at the required revision levels for the software version. To receive software updates and upgrades, Customer must maintain all associated hardware to the then-current specification for the software updates or upgrades.

5.6 Data reconstruction. Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guides. Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs. For an additional charge based upon published labor and material rates, Philips will offer services on a commercially reasonable efforts basis to reconstruct data.

5.7 Data Storage. It is Customer's responsibility to provide its own long-term storage for data stored on the Portal server.

5.8 Intermediate Resolutions. Customer shall implement any intermediate System resolutions or workarounds as requested by Philips while Philips seeks a long-term System resolution.

6. Service Limitations.

6.1 Software Restoration. If the Software fails and the supported application Software requires restoration, then Philips will reinstall the application Software, database Software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the System, Customer will hold sole responsibility for the loss of data. Custom or third-party Software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to Hardware not supported under the Agreement, Customer shall restore the Software, operating system, and database Software before Philips begins any Software restoration efforts. Philips may offer, for an additional charge based upon published labor and material rates, Hardware support and Software restoration Services.

6.2 Anti-Virus Statement. Philips Software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The Software required to prevent attack by a computer virus must be constantly monitored and updated. If Customer elects not to have Philips installing anti-virus Software, Customer shall install and maintain anti-virus Software in accordance with the System Installation or Reference guides and Philips will not be responsible for providing any updates to Anti-Virus Software. After installing the software, Customer shall have the burden of proof if it claims that Philips introduced a virus discovered in the software. Customer will pay an additional amount based on Philips' then-current time and materials rates for such work in respect of Services rendered in connection with a virus that was not introduced by Philips. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the Software licensed to Customer under this Agreement.

6.3 Non-Philips Software Assistance. Requests for assistance with Hardware, operating systems, communications network, Third Party Software, printer configuration, etc., are outside the scope of this Agreement. However, if Customer's request, then Philips may provide non-Philips Software assistance on a time and materials basis, at Philips then-current time and materials rates, as available.

7. Service Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services.

7.1 Any combining of the System with a non-qualified device. A non-qualified device is:

7.1.1 Any product (hardware, firmware, software, or cabling) not supplied and supported by Philips, whether used internal or external to System without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s), for example, monitoring software;

7.1.2 Any product supplied by Philips that has been modified by Customer or any third party;

7.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; or

7.1.4 Any product that has reached its End of Life.

- 7.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the System.
- 7.3 If the System covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, hardware and parts are not included in the Services.
- 7.4 Any network related problems.
- 7.5 The cost of consumable materials, including batteries, software media, and cassettes.

19. ADDITIONAL TERMS AND CONDITIONS FOR CLINICAL INFORMATICS HARDWARE SUPPORT COVERAGE

1. If included in the Agreement, Philips or Philips designated third parties will provide hardware support Services during standard coverage hours, Monday through Friday, 8:00 AM to 5:00 PM local time, excluding Philips recognized holidays. Hardware support coverage provides Customer's technical or biomed support organization with clinical and technical phone support, troubleshooting, parts or repairs as follows:
 - 1.1 Support Parts. If included in the Agreement, then Philips will provide the technical and clinical phone support as well as parts for corrective services for Equipment hardware covered under this Exhibit. Unless otherwise specified, parts will be shipped via priority delivery.
2. **Exchange.**
 - 2.1 If the Agreement includes Exchange coverage, then Philips will provide technical and clinical phone support as well as determine whether corrective maintenance for particular Equipment components will include Equipment exchange instead of parts. Defective, broken, or otherwise replaced components will become Philips property and will be promptly removed from the Site. Unless otherwise specified, exchange Equipment will be shipped via priority delivery.
3. **On-site.**
 - 3.1 Philips or Philips designated Original Equipment Manufacturer (OEM) Service representatives or third parties will provide the parts, labor and travel for corrective Services for Hardware covered in the Agreement Monday through Friday, 8:00 AM to 5:00 PM local time.

20. ADDITIONAL TERMS AND CONDITIONS FOR BIOMEDICAL SERVICES AND INFOVIEW ASSET MANAGEMENT SOFTWARE SERVICES FOR NON-PHILIPS EQUIPMENT

1. Coverage.

1.1 Biomed Equipment Services.

1.1.1 Coverage Options. Philips offers three possible levels of service coverage for every piece of biomedical equipment covered under the contract. The Service Coverages with their respective Service Levels are as follows:

1.1.1.1 Full Service (FS). Full Service includes standard parts and on-site service from 8:00 AM to 5:00 PM Monday – Friday, excluding Philips' published holidays. Includes all parts (less consumables) and labor required to maintain and repair the equipment including software related to a hardware failure only.

1.1.1.2 Planned Maintenance (PM). Planned Maintenance includes parts required to complete PM's (per manufacturer specification) and on-site labor from 8:00 AM to 5:00 PM Monday – Friday, excluding Philips' published holidays. Parts needed to perform repairs identified while performing Planned Maintenance are not included. A manufacturer mandated PM whose required frequency is more than 5000 hours or every 2 years is considered a "Refurbishment PM". Labor for this type of PM is included in the PM service, but any required parts are billable to Customer.

1.1.1.3 Tracking Only (TO). Tracking Only includes tracking of service-related activities in InfoView based on supplied service reports and invoices. Parts and labor for any PM or repair related activities are not included.

1.1.2 Service Exclusions. This agreement does not include service coverage for corrupted software or any device that has been physically damaged, abused, or used for a purpose other than its intended use regardless of coverage level.

1.1.3 Service Tools. Philips provides test tools for Philips employees only and test tool calibration services only for Philips owned tools. Should Customer desire, Philips will manage Customer test tools at Customer expense.

1.1.4 Repair Limitation. Philips' responsibility for repair per event is limited to fifty percent (50%) of any unit of Biomed Equipment's current fair market value. Fair market value is to be determined by Philips obtaining 3 quotes from aftermarket medical device providers and taking their average. This value becomes the benchmark for determination of repair viability. Should Customer choose to repair a device whose value is estimated to be less than 50% of the repair cost, they will be responsible for any repair cost in excess of fifty percent (50%) of the fair market value of any unit of Biomed Equipment. (Biomed Equipment may be referred to as "equipment" herein.)

1.1.5 Repair Limitation. Scope. Philips' responsibility for Biomedical repair services is limited to repairs which can be performed using parts available from the OEM or equivalent. Philips' is not responsible for cosmetic repairs which do not impact the performance of the unit, nor is Philips' responsible for any type of refurbishment requiring outside services including but not limited to software upgrades, welding, or painting.

1.1.6 Billable Repairs. Customers choosing Tracking Only (TO), Inventory Only, or No Bid coverage are not entitled to parts and labor at no charge. If Customer directs Philips to repair a device in one of these categories, any part and/or labor that may be needed to repair that device is billable.

1.1.7 Parts Limitations. FS and PM coverages do not include "Consumables". Consumables are defined to be any part of a biomedical device where there is an expectation of replacement during the normal course of the products lifetime, or any part of a biomedical device which is designed to be removed from the unit during the normal course of use. Examples of consumables include but are not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adaptor cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, etc. as well as any item that hangs off of or, plugs into, a device.

1.1.8 Parts Shipping Methods & Quantities for Covered Products. For PM parts/kits, the default shipping method is ground delivery, which can be upgraded by Customer at additional cost at the time the order is placed. For repair parts on biomedical equipment, when the device has FS coverage, the default shipping method is Priority Overnight. Other shipping options are available (see below) and if chosen will be billed to Customer at the appropriate rate. If a part is ordered from Philips and the supplier chooses not to use the Philips rates, the cost of shipping will be "passed through" to Customer with no mark up.

Shipping Type/Option	Order by (cut off)	Arrive by	Cost
Standard (ground)	12 noon Eastern	1 to 4 business days	No charge
Priority Overnight	12 noon Eastern	10:30 am next business day	Medium
First Overnight	12 noon Eastern	8:30 am next business day	Highest

Actual delivery time may vary depending upon local delivery geography and logistics.

1.1.9 Parts Shipping Methods & Quantities for Uncovered Products. When a device has no coverage and customer requires Corrective Maintenance (CM) assistance from Philips, parts, labor and shipping are billable and Standard shipping (ground) will be used. For devices covered under full service only, priority overnight shipping is included.

1.1.10 Pass-Through Requirement. In the event the Agreement includes biomedical products where Philips can neither be trained nor purchase parts and must use the OEM to perform repairs or maintenance, Customer is responsible for all fees associated with the maintenance and repair of these items.

2. Reconciliations and Price.

- 2.1 All covered biomedical equipment and pricing adjustments are made through mutual agreement of the parties and managed through Philips InfoView (the installed base record). After the contract signature date, an initial biomedical inventory provided by Customer (Attachment A), that Philips will use to establish the initial cost to provide Services on the covered Biomedical Equipment, detailed in Attachment A. Service billing will commence on the Effective Date. At the end of each quarter, Philips will review Customer's installed base in InfoView and provide a reconciliation report of any and all device additions, deletions or changes in coverage along with applicable pricing changes and/or penalty. Such changes will result in corresponding changes to pricing and billing and will be retroactive to the quarterly reconciliation effective date. Customer and Philips must agree and sign a reconciliation form within sixty (60) days of the end of each quarter. Should customer not sign the reconciliation form within sixty (60) days of the end of each quarter or provide written and detailed dispute information, the new price goes into effect on the first day of the third month after the quarter end. Equipment additions, deletions, or reductions in coverage to "Tracking Only," "PM Only" or "No Coverage" will result in a penalty of thirty percent (30%) of the remaining per unit value of this Agreement. Equipment being replaced under contract will not be subject to this penalty.
- 2.2 Price Matching: Any request for price matching of like devices or a device pool at alternative owned network locations under a Philips contract will have a six (6)-month waiting period before the contracts are reconciled.

3. InfoView Asset Management (CMMS) Software Licenses.

- 3.1 Within ninety (90) days after the Effective Date, Philips will install Philips' CMMS asset management software ("Software") for use at the equipment Site by Philips and Customer's designated employees, subject to the license terms and conditions set forth in this Exhibit. Philips will provide training to Customer's designated employees on the proper use of the Software. In accordance with this Exhibit, Philips will use the Software to prepare and maintain equipment maintenance documentation at the equipment Site and will provide reasonable assistance to Customer in preparing such documentation for The Joint Commission and other applicable licensing or regulatory compliance entities.
- 3.2 For the term of this Agreement, Philips hereby grants to Customer and Customer accepts from Philips a limited, non-exclusive and non-transferable license (the "License") to use the Software and any documentation associated with the Software ("Documentation") solely in conjunction with documenting the maintenance, service, and repair of the equipment at the equipment Site. The License terminates upon termination of the Agreement for any reason, or upon expiration of the Agreement. Customer acknowledges that the Software and Documentation, and all trademarks, copyrights, patents, trade secrets, proprietary rights, or other property rights of Philips associated therewith, are and will remain the exclusive property of Philips. The License expressly excludes any right to reproduce, duplicate or copy the Software or Documentation or any part thereof without the prior written consent of an authorized officer of Philips. If such written consent is given, and in order to protect Philips' rights, including without limitation, trade secrets and copyrights in the Software and Documentation, Customer will reproduce and incorporate Philips' trade secret notice, copyright notice, or any other identifying legends in any reproductions, duplications, or copies of the Software or Documentation or any part of it made by Customer. All restrictions in this Exhibit relating to the Software and Documentation will apply to any such reproductions, duplications, or copies.
- 3.3 Philips reserves the right to limit the number of User Licenses provided to Customer under this Agreement. "User" is defined as a specific individual (e.g., identified by an individual login id, access point, or username) who may access and use the Software during the term of this Agreement. Customer may transfer the License from one User to another at any time during the term of the Agreement, at no additional cost, only when the original User no longer requires access and is no longer permitted access to the Software. Philips also reserves the right to limit the number of additional Users purchased by and made available to Customer.
- 3.4 On-line Remote Technical Support. Philips will provide Customer with remote technical assistance through the on-line support case submission tool within InfoView. Remote technical support is provided at no additional cost for InfoView contracted designated Users during the Agreement term. Subject to the availability of personnel, Philips will provide, upon Customer request and additional expense, on-site service (invoiced at Philips current travel and labor rates). Technical support may include such requests as: Mass data updates, PM Reschedules, Permission Visibility Issues, Report/Dashboards Questions, Creating or Deactivating a User.
- 3.5 Customer Enhancement/Development Services. Upon Customer's request, Philips may support customized development enhancements to the base InfoView Software platform (defined as "Custom Modules"). Enhancements are reviewed on a case-by-case basis and requested 'work-orders' require a minimum of two (2) business days to evaluate the requested scope of work prior to responding to Customer. Philips will determine, at its sole discretion, if enhancements are technically feasible and what incremental costs will be associated with the development and delivery of the Custom Modules to Customer. In all cases, Philips shall own all rights, title, and interest in any Custom Module, including all ideas and intellectual property embedded therein or relating thereto. Philips grants Customer a non-exclusive perpetual License to use such Custom Modules, if delivered, solely for Customer's internal business purposes in connection with the Software and subject to the same limitations with respect to number of Users and assets as granted hereunder. Such Custom Modules may not be assigned, transferred, or shared with a medical device manufacturer, distributor, developer, or software publisher of asset tracking software.
- 3.6 Upgrades and Updates. Customer shall be entitled to receive all upgrades and updates Philips makes generally commercially available during the term of the Agreement, subject to the same usage rights, limitations, and restrictions applicable to the originally provided version of InfoView. Custom Modules may need additional modifications to be compatible with the

Software upgrades and are, subject to resource availability and may be subject to an additional cost. Updates including bug fixes, shall be prioritized by Philips based on the needs and impact such bugs are having on the total customer base using the InfoView Software.

- 3.7 Hosted Service. Philips InfoView Software application is powered by and run on the SalesForce.com cloud, which is a hot swap redundant server cloud-based data repository solution ("Subscription Host"). Philips does not warrant that the Subscription Host service will be uninterrupted or error free and the Subscription Host service used for the Software is provided subject to the foregoing and other disclaimers set forth in this Agreement applicable to the Software. Customer is reminded that this is an asset management application for biomedical team support and not a clinical application needed to perform patient care services.

4. Data Standardization.

- 4.1 Assets Description Nomenclature. Customer agrees to adhere to Philips pre-established Asset Description Nomenclature for all assets uploaded into InfoView during the initial implementation and throughout the period of this Agreement; including OEM names, Device Types, Model Names and Model Numbers.
- 4.2 InfoView Standardization. During the initial implementation of InfoView Software, Philips InfoView support team will assist Customer in standardizing Customer's initial inventory data prior to uploading data into InfoView. Only data consistent with National Standard field nomenclature can be uploaded into the Software via automated methods. Software and Hosting Service includes importing data only through electronic automated means from National Standard nomenclature into the following InfoView fields: Device Type, Model Name, Model Number, OEM (the "Standard Software Fields") Philips is not responsible to migrate attachments from legacy CMMS systems into the Software. Philips will consider customization of the Software to add fields other than the Standard Software Fields, subject to Section 1.1.4 of this Exhibit. Philips may provide, upon Customer request, a physical inventory list consistent with National Standards for import into the Standard Software Fields. Such services will be offered subject to resource availability, and an additional pre-assessment inventory fee. Customer shall be responsible to update any device that cannot be standardized within the initial implementation period. Philips reserves the right to charge Customer additional fees for any data that requires additional standardization services, subject to resource availability and an additional cost.
- 4.3 Additional Device Model. If a device model is not already incorporated into the existing InfoView database standards, a User can create the new model and request that it is added to the InfoView Standard Software Fields.
- 4.4 No Personal Health Information. The Software is not designed to use or access any PHI (as defined under HIPAA). This is an asset management software application only.
- 4.5 Consulting. Subject to resource availability and additional charge, Philips may offer consulting services to assist Customer to leverage data in the Software for improvements related to asset management activities. Philips reserves all rights, title, and interest, including intellectual property in the ideas used to produce or embedded in any deliverables provided to Customer under a consulting arrangement. Customer retains a non-exclusive perpetual license to use such deliverable for its internal business purpose. For the purposes of clarification and notwithstanding anything to the contrary in this Agreement, Customer shall retain all ownership in Customer data used to produce a deliverable or Customer data included in a deliverable.

5. Data Sharing.

- 5.1 Data Benchmarking. Philips shall have the right to analyze data on InfoView Software for the purposes of (i) enhancing the Software and Subscription Services, (ii) Software trend analysis, and (iii) technical maintenance of the Software and Subscription Service delivery.
- 5.2 Benchmarking. Philips shall have the right to share the information collected under term 3.1 with other InfoView users for Software and Subscription Service usage benchmarking purposes provided the data is anonymized to the extent that no specific user or customer is identified.
- 5.3 Access to Necessary Information. Philips shall have the right to access any other customer information necessary to successfully deliver Services requested by Customer in support of the Software. Inability to access such critical information for these Services would relieve Philips from an obligation to provide such Services hereunder.
- 5.4 Delivery of Customer Data Post Termination. Upon termination of the Agreement, Philips will make available, within a reasonable period of time and upon Customer request, one copy of Customer data that was the final data on the Subscription Service, prior to such termination. Such copy shall have data extracts provided in a CSV file format. Philips reserves the right to refuse assistance or to charge additional fees for data extracts in any other format, for data migration, for providing file attachments in any format other than the standard InfoView format, or for any other additional requests of data other than those provided upon termination as described herein.

6. Document/USA Government.

- 6.1 The Software and Documentation is licensed by Philips for ultimate end use by government agencies only under the following conditions: (a) service and technical data rights in the Software and Documentation include only those rights customarily provided to end user customers as defined in this Attachment; (b) this customary commercial License in the Software and Documentation is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202- 3 (Rights in Commercial Computer Software or Computer Software Documentation); (c) if a federal government or other public sector

customer has a need for rights not conveyed under these terms, it must negotiate with Philips to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written agreement specifically conveying such rights must be executed by both parties.

7. Access to Software.

7.1 Customer will provide Philips with a wideband DSL or cable line for use with Philips InfoView Software for each Customer Facility, at Customer's sole expense.

8. System Requirements.

8.1 Customer is responsible to meet and maintain the hardware and network requirements as detailed in the InfoView Technical Requirements documentation prior to Software installation. Philips reserves the right to make changes to the technical requirements for future versions of the Software and to make Software feature changes, at its sole discretion.

9. Responsibility for Use/Unauthorized Access.

9.1 Customer agrees with respect to the Software: (i) to obtain access to the internet in order to access and use the Software, at Customer's sole expense; (ii) to complete the implementation and set-up process as required by Philips to access the Software; (iii) that Customer is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Software, and for all acts (other than those of Philips or its employees and agents) that occur in connection with Customer's account; (iv) to immediately notify Philips of any unauthorized use of Customer's account, breach of security or loss or theft of user names or passwords; termination or resignation of employment of Customer's designated users (v) that use of the Software is limited to use by employees and contractors of Customer for which applicable fees have been paid and that such use does not include the right to resell or sublicense such Software; (vi) to abide by all applicable local, state, national and international law and regulations, and not to use the Software for any purpose that is unlawful, not contemplated or prohibited by this Agreement (vii) to comply with all applicable export laws and regulations; (viii) that while the security of Customer's account will be maintained through the use of passwords, it is possible for Customer's account to be accessed by unauthorized third parties via communication between Customer and Philips using the Internet, other network communications, facilities, telephone, or any other electronic means.

10. Intellectual Property Rights of Philips.

10.1 Philips' Software is comprised of computer programming/formatting code, operating instructions, graphics, designs, information and/or other material (whether in written, graphical, or other form, collectively "Software Content") protected by copyright, trademark, trade secret, patent, or other intellectual property rights laws. The Software and Software Content is and shall remain the property of Philips and its licensors. Customer shall comply with all such laws and shall not assert any rights in the Software and Software Content, other than its right to access and otherwise use the Software as provided for in this Agreement. Customer may not modify, copy, provide to any third party, sell, transfer, or create derivative works of the Software or any Software Content, in whole or in part. Customer shall not decompile, disassemble, reverse engineer, or in any way derive source code from the Software. All right, title and interest in and to the Software, and all related software programs, computer source code, technology, information, documents, files and other materials, including all intellectual property and proprietary rights developed in connection with the Software, including but not limited to know-how, feedback, methodologies, and processes are and will remain with Philips. Except as otherwise specifically set forth in this Agreement, no rights or implied licenses in such intellectual property are granted to Customer by this Agreement or Customer's use of the Software.

11. Intellectual Property Rights of Customer.

11.1 All rights, title, and interest in and to Customer data input into the Software, including Customer's logos, trademarks, trade name, service marks, or any other graphics, designs or pictures ("Customer Data"), are and will remain with Customer. No rights or implied licenses in such Customer Data are granted to Philips by this Agreement. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

12. Training.

12.1 Philips will train Customer's designated employees who will use the Software, as mutually agreed between Philips and Customer, in the proper use of the Software. Philips provides one (1) three (3) hour-remote, or agreed upon on-site, session which includes the basic training for User to navigate through the InfoView Software and create and edit records in each of the core modules. Users will learn how to extract information from InfoView through queries and basic reporting, and on the use of integrated time- saving tools. Training documents are also available for download within the Software. Except as otherwise provided herein, all other training requests shall be chargeable by Philips and not included with the License.

13. Software Warranty/Warranty Disclaimer, Availability of Access to System, System Requirements.

13.1 SOFTWARE PRODUCT WARRANTY. The Software will substantially conform to its technical specification set forth in the product description portion of the Quotation ("Software Product Warranty"). Technical issues arising from the Subscription Host or Customer's network, or Customer client devices, are excluded from this warranty and shall not give rise to a warranty claim with respect to the Software. In the event of material breach of the Software Product Warranty, Philips shall, at its election, repair the non-conformance or replace the Software to fix the non-conformance. Violation of this condition shall be an event of default ("Philips Default") and customer shall have a right to terminate the Agreement. Thereafter, no further payments shall be required; however, further use would be prohibited. Legacy data entered in the Software shall be made

available thereafter pursuant to Section 5.4 of this Agreement. This section states Customer's sole and exclusive remedy for Philips Default.

13.2 WARRANTY DISCLAIMER. THE SUBSCRIPTION HOST SERVICE IS PROVIDED "AS-IS" EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT UNDER SECTION 11.1, PHILIPS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SOFTWARE AND SUBSCRIPTION SERVICES. Philips shall not be liable for delays that are ordinary in the course of Internet use or arise as a result of Customer's Internet connection, network configuration, or equipment. Philips does not warrant the Hosted Service to be uninterrupted or error-free. Customer recognizes that the Software may not be available due to temporary delays caused by upgrading, modification, or standard maintenance of the Software, which activities Philips shall undertake to the extent possible during times calculated to be minimally disruptive to Customer and the Software. In this regard, Philips will use reasonable efforts to schedule upgrading, modification, or standard maintenance of the Software at times outside of Monday through Friday, 7:00 AM through 7:00 PM CST. Philips' will use commercially reasonable efforts to inform Customer of any known or foreseeable disruptions to the availability of the Software. From time to time, Philips will release and make available to Customer upgrades to its Software, and Customer will not have the option to access prior versions of the Software. Philips reserves the right to support and maintain only the most current version of the Software. Philips reserves the right to refuse assistance or to charge additional fees if Customer seeks assistance concerning Customer hardware, including the operating system therein, Customer's network, or any other technical issue not arising from the Software or the Subscription Host service itself.

21. ADDITIONAL TERMS AND CONDITIONS FOR IMAGE GUIDED THERAPY DEVICE SERVICING (Philips Laser System)

1. Services Provided.

- 1.1 Technical Telephone Support. Technical telephone support is available twenty-four (24) hours per day, seven (7) days per week by calling (800) 231-0978.
- 1.2 Service Response. If assistance is required, Customer will call toll free number (800) 231-0978 to speak with a Philips representative, who will advise Customer on the most appropriate method(s) to resolve the problem. This advice may take the form of instruction to Customer, or if deemed appropriate, a Philips Service Engineer(s) ("Service Engineer(s)") will be dispatched to Customer's location. Every reasonable effort will be made to respond to a request within twenty-four (24) hours of Customer's call.
- 1.3 Preventative Maintenance. Philips' Service Engineer(s) will make Preventive Maintenance visits at mutually agreeable times. During each visit, the Service Engineer(s) will evaluate the Equipment's performance. Calibration, alignments, adjustments, lubrication, required gases, windows, and seal ring replacement will be performed as deemed necessary by the Service Engineer(s) to maintain the Equipment in accordance with Philips' applicable specifications.

2. Parts.

- 2.1 Parts requested by Customer for spares or inventory may be supplied, at the discretion of Philips, and invoiced to Customer at the current Customer List Price.

3. System Access.

- 3.1 If requested by Philips, Customer will provide Philips with access to the Equipment via USB data port for purposes of providing service for the system, updating system software, and uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services).
- 3.2 Customer's failure to provide such USB data port access will constitute Customer's waiver of the maintenance service for the Equipment and will void support or warranty coverage of system malfunctions until such access is provided.
- 3.3 System data collected by Philips pursuant to such access does not contain any protected health information (within the meaning of the HIPAA Privacy Rule) or any information that is capable of identifying an individual.
- 3.4 All visits made by Philips will be service calls, general inspections, or courtesy calls, during which the Service Engineer(s) will have full and unencumbered access to the Equipment.
- 3.5 Customer is responsible to ensure that the Equipment to be serviced is readily accessible to the Service Engineer(s) at the agreed-upon time. Customer shall provide a suitable workplace for laser service activity as scheduled to maintain performance of the Equipment.
- 3.6 Time spent waiting for the Equipment to become available is billed to Customer at \$500/hour. A minimum charge of \$5,000 is assessed on any call for which Service Engineer(s) is unable to access the Equipment on the scheduled day of service.
- 3.7 Customer may reschedule service calls, without charge, by providing Philips a minimum two (2)-day written change notice.

4. Non-Business Hours.

- 4.1 Customer will be billed at the then-current hourly rate for labor and travel for service provided during non-Business Hours. Hourly rates for service provided during non-Business Hours are \$750/hour for service provided after 5:00 pm and for service provided on holidays and weekends.

5. Customer Responsibilities.

- 5.1 Customer agrees not to alter or service the Equipment without prior consultation and written approval from Philips or use any parts other than those supplied or specified by Philips.
- 5.2 Customer will ensure that only trained personnel operate the Equipment.

6. Exclusions.

- 6.1 Labor will be performed from 8:00 am – 5:00 pm, Monday through Friday local time at Equipment location, excluding holidays ("Business Hours"), travel expenses, required consumable parts, gases, reference catheters and footswitches, and shipment charges to and from the Site.
- 6.2 This Agreement does not include fiber optic devices, safety glasses, dust covers, danger signs or display keys. Damage caused to the Equipment or any part thereof, by accident, failure of electrical power, Force Majeure, the use of unauthorized parts or service, or negligence is not covered under this Agreement.
- 6.3 Work performed by Philips on the Equipment for such causes, shall be billed to Customer separately from this Agreement at Philips then-current hourly rate for labor and travel plus list price of parts.

22. ADDITIONAL TERMS AND CONDITIONS FOR PATIENT CARE AND MONITORING SERVICES CLINICAL PERFORMANCE AGREEMENT

1. Services Provided/Definitions.

- 1.1 Customer has purchased credits ("Credits") under this Agreement that may be redeemed for Philips' Clinical Services outlined below. Customer may not select a Clinical Service for Equipment that are not identified in this Agreement or are not located at the Site. Refer to the current Clinical Performance Data sheet.
 - 1.1.1 Clinical Education (eight (8) consecutive hours at the Site from 7 AM – 7 PM, Monday-Friday; after hours: 7 PM – 7 AM Monday-Friday, weekends, and holidays) includes Philips then-current offering of Clinical Services programs, which may be revised by Philips without notice to Customer.
 - 1.1.2 Equipment Configuration (eight (8) consecutive hours at the Site from 7 AM – 7 PM, Monday-Friday) includes Philips consultation with the Customer representative (as described in Section 3 herein) to determine appropriate Equipment configuration for Customer's use of Equipment.
 - 1.1.3 Equipment Re-Cloning (eight (8) consecutive hours at Equipment Site from 7 AM – 7 PM, Monday-Friday) includes Philips (i) cloning of Equipment settings after Equipment Configuration. The number of Equipment pieces that the Re-Cloning activity is applied to by Philips is dependent on the number of Credits used by Customer for such activities.
 - 1.1.4 Equipment Utilization Evaluation or Educational Tools Assessment (eight (8) consecutive hours at the Site from 7 AM – 7 PM, Monday-Friday; one (1) time visit during each year of the Agreement): Equipment Utilization Evaluation includes a visit by a Philips clinical specialist to the Site one (1) time during each year of the Term. During each visit, the Philips clinical specialist will assess and evaluate how Customer utilizes the Equipment applications in accordance with the Equipment specifications. Philips will provide Customer with a written report of its findings after the evaluation. Educational Tools Assessment includes a visit by a Philips clinical specialist to the Site one (1) time during each year of the Term and will be conducted at the same time Equipment Utilization Evaluation is conducted. During each visit, the Philips clinical specialist will analyze Customer's existing educational tools. Based on the results of such analysis, the Philips clinical specialist will recommend additional educational tools that would complement Customer's existing educational tools library. Such educational tools may include the following: on-line learning access, application notes, quick guides, and skills checklists.
 - 1.1.5 Customer Care Solutions Center (available twenty-four (24) hours per day, seven (7) days a week) includes access to Philips Customer Care Solutions Center for clinical questions related to the Equipment. Such access does not entitle Customer to Equipment repair services, which may only be provided under the terms and conditions of a written service agreement between Philips and Customer.

2. Expiration, Redemption Restrictions, and Exclusions.

- 2.1 Customers can begin accessing the Services on the date agreed to in the confirmation letter.
- 2.2 Expiration. All unused Credits expire at the end of the Term and Customer may not redeem Credits after the end of the Term. No refund will be provided for unused Credits.
- 2.3 Redemption Restrictions. Customer may not redeem more than seventy-five percent (75%) of the Credits during the first half of the Term. A minimum of twenty-five percent (25%) of the credits should be used in the first half of the Term. Credits may not be used to purchase any other service or equipment.
- 2.4 Exclusions. The Agreement does not include any technical biomed education, Equipment service or operations training, or clinical education training on modalities other than Patient Monitoring.

3. Scheduling.

- 3.1 Customer must identify a Customer representative, to Philips in writing, who will manage Customer's selection and scheduling of all Clinical Services with Philips. Customer must schedule all Clinical Services, except Response Center Access, at least eight (8) weeks prior to the desired date for Philips to deliver the selected Clinical Services. If Customer representative does not schedule delivery of such Clinical Services with Philips, then Philips shall not be obligated to perform such Clinical Services.
- 3.2 Customer will provide full and free access and use of the Equipment for Clinical Services delivery.

4. Travel Expenses.

- 4.1 Philips' travel expenses for all Clinical Performance delivered at the Site are included in the Contract Price.