

**Schedule 2**  
**Ultrasound Systems Portfolio (UL)**

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)
	Point of Care (POC UL)

**1. Payment Terms**

- 1.1 Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:
  - 1.1.1 For Ultrasound Systems Portfolio:
  - 1.1.2 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
- 1.2 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the Product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31<sup>st</sup>) day following such date.

**2. Cancellation**

- 2.1 The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to Product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for Products shipped.

**3. Delivery**

- 3.1 Philips will use reasonable efforts to ship the Product to the Customer (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or, (c) as otherwise agreed in writing. Philips will ship the Product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00AM – 5:00 PM, in the time zone where the Customer is located. Philips may make, and Customer agrees to accept, partial shipments. Philips will pay shipping costs associated with Product shipment.
- 3.2 Prior to the shipment of any Product, Philips may change the construction or the design of the Product without notice to the Customer so long as the function, footprint, and performance of the Product are not substantially altered.
- 3.3 If Customer requests a delay in the date major components of the Product are available for delivery, then Philips will place the Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred by Philips from date of invoice.

**4. Additional Terms Related to sales of Ultrasound Products**

- 4.1 The ultrasound system's memory (hard drive, solid state memory, etc.) should not be used as a data repository or central archive to store images and reports. In no event shall Philips be liable for loss of data on an ultrasound equipment. It is the responsibility of Customer to make daily back-up copies of data residing on this equipment. This can be performed by sending images and reports generated by the use of the ultrasound equipment to a Picture Archive and Communication System (PACS) or via another medium that is automated for back-up retrieval. Costs associated with data restoration from a backing-up images and reports to a non-automated source is Customer's entire responsibility and at Customer's sole risk. Data retrieval and restoration from these methods may be time consuming and a non-automated system process may result in further data loss by itself and is not recommended by Philips.

**5. Prior Validation of Operating System (OS) Updates and/or Upgrades**

- 5.1 Patches introduced by operating system Original Equipment Manufacturers (OEM) or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and McAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a) and (b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.

**6. Lumify**

- 6.1 If Customer's purchase includes a Lumify Ultrasound Solution or Bundle, then the following terms apply in addition to the Philips Standard Terms and Conditions of Sale:
  - 6.1.1 By accessing or using the Lumify Ultrasound Solution, the Lumify App or otherwise indicating consent, Customer agrees to be bound by these terms and conditions, the Apps' terms of use, and Philips' Standard Terms and Conditions of sale. If Customer does not agree with or accept any of these terms, Customer is not authorized to use, and should immediately cease using the Lumify Ultrasound Solution and Lumify App.

6.1.2 Customer represents, warrants and covenants to Philips that it is duly qualified, licensed, and authorized to purchase and use the Lumify Ultrasound Solution, and that it shall ensure that only duly licensed and qualified individuals shall access and use the Lumify Ultrasound Solution in compliance with all applicable laws, rules and regulations. Philips shall have no liability to Customer or any other person in connection with the foregoing, and Customer agrees to defend, indemnify and hold Philips harmless from any and all liabilities, claims, losses or damages arising out of or resulting from any breach of or incorrectness in the foregoing representation and warranty.

6.2 **Compatible Smart Devices.** Use of the Lumify Ultrasound Solution or Bundle for Android requires the following components: A Philips Lumify transducer and cable, a compatible smart device, and the Lumify Software Application (SW App). Use of the Lumify Ultrasound Solution or Bundle for iOS requires the following components: A Philips Lumify transducer and cable, a compatible smart device, and the Lumify Software Application (SW App), the Lumify Power Module (LPM), Rigid Connector (to be used with the Philips provided custom Thule case), flexible cable mounting plate (to be used without the Philips provided custom Thule case), and a charging cable. The compatible smart device is an off-the-shelf consumer tablet or phone meeting Lumify compatibility specifications. Philips may change the published compatible device list from time-to-time. Philips does not provide any maintenance or repair services for Customer smart devices. Philips does not provide anti-virus software for any Customer smart device; Customer is solely responsible for purchasing anti-virus software or apps and for managing all virus issues in connection with Customer smart devices. The Lumify Ultrasound Solution does not include any security software for Customer smart devices. Customer is responsible for managing and maintaining firewalls or other appropriate security and privacy measures for data residing on Customer smart devices. Philips does not provide a warranty for any smart device 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.

6.2.1 If Customer selected the Lumify: Outright Purchase or a Lumify System Bundle option without a compatible smart device included, the following terms apply:

6.2.1.1 Customer will purchase at its own expense a smart device from the approved list published on the Lumify website or, where available, from Philips, and Customer will install the Lumify SW App from the commercial play store on the smart device.

6.2.1.2 Customer acknowledges that under these options, the purchase of a Lumify Ultrasound Solution does not include the required smart device.

6.2.2 If available and if Customer selected the Lumify System Bundle option with smart device included, Customer's shipment will include a compatible device with the Lumify app pre-installed and the following terms apply:

6.2.2.1 Customer authorizes Philips to accept on its behalf the applicable end user License Agreement, which for Samsung devices, can be found at [http://www.samsung.com/us/common/software\\_eula.html](http://www.samsung.com/us/common/software_eula.html), and for other devices: a link will be provided upon request.

6.2.2.2 Customer authorizes Philips to perform basic setup steps and install Lumify SW on the tablet.

6.2.2.3 Customer agrees to the limited replacement-only warranty coverage for the smart device as identified in the warranty agreement.

6.3 **License to Lumify SW App:** The license granted to use the Lumify SW App is limited to use with the Lumify transducer on one or more computers or smart devices that are listed on the approved hardware list published on the Lumify website. The Lumify SW App is available via the Google Play Store and the Apple App Store. When downloaded, the Lumify SW App is in demonstration mode, but it will be fully enabled if Customer purchases and registers the transducer with Philips. The Lumify App and all intellectual property rights therein are owned by Philips or its affiliates. Philips reserves all its intellectual property rights (which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. The Lumify App software is Philips' copyrighted work. The Lumify App software contains material that may be protected by patent, trademark and trade secret law, and by international treaty provisions. Customer shall use such software in accordance with these terms. All such software is made available for downloading solely for the Customer's use. Customer agrees not to publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Lumify App software or any part thereof. The Customer also agrees not to reverse engineer, decompile, translate, adapt, or disassemble the Lumify App software, and agrees not to attempt to create the source code from the object code of the Lumify App software. Customer agrees to maintain the confidentiality of the Lumify App software using at least as great a degree of care as Customer uses to maintain the confidentiality of its own most confidential information, but in no event less than reasonable care. Any use of the Lumify App software not in accordance with these terms is expressly prohibited. Such unauthorized use will terminate the limited license granted herein, and may result in intellectual property infringement that may subject Customer to severe civil or criminal penalties.

6.4 Internet connectivity is not required to use the Lumify Ultrasound Solution, but is required to download the Lumify SW App and to register each unique configuration including the smart device, OS updates to the smart device, Lumify App SW versions, and Lumify transducer).

6.5 As part of the Lumify Ultrasound Solution, Philips periodically collects system log information; Customer agrees to such collection when it purchases a Lumify Ultrasound Solution. Philips' Privacy Notice carefully informs Customer how Philips uses and protects Customer's personal data and about the choices Customer has about how its personal data is used.

As part of the Lumify Ultrasound Solution, Philips may collect:

- Contact information that allows us to identify and to communicate with you, such as your name, phone number, username, mailing address, email address, and language preference;
- Relationship information that helps us understand who you are and what you want in order to offer you products and services that may interest you, your general location, and other demographic information;

- Transaction information about how you interact with us and our business partners, including purchases, inquiries, and customer accounts; Financial account information as needed to complete your purchase, such as your credit card information.

Customer agrees to such collection when purchasing a Lumify Ultrasound Solution.

Philips will not collect any highly sensitive personal information, such as Personal Health Information (“PHI”), from the Lumify

App. When Customer uses the Lumify App, highly sensitive personal information, including PHI, can be stored on the Customer’s device. Such highly sensitive personal information will remain stored therein, and Customer may transfer the data to a location which they specify provided that such use, transfer or sharing is compliant with applicable data protection legislation.

Philips may use personal information that is reasonably necessary to fulfill the following purposes:

- **Functionality of the Lumify App:** to deliver the functionalities of the Lumify App including, but not limited to, entitlement of the use of the Lumify Ultrasound Solution, notification of recalls or updates, and collection of diagnostic logs to provide personalized service experience and improve the Lumify Service.
- **Customer service:** to contact you about important service announcements and updates regarding our Websites, products or services, or to fulfill orders for products or services, and for other services related to your order; and
- **Marketing:** to send commercial electronic messages (“CEMs”) to the email address Customer provided, including newsletters, information about our products and services, and other information, news, opportunities and developments within Philips that may be of interest to the Customer, if the Customer provides consent to receiving such CEMs from Philips.

Philips is the data controller (i.e., the person collecting Customer’s personal data and responsible for its handling and secure protection) for the purposes listed in the Privacy Notice.

By using the Lumify App, Customer acknowledges the capacity of the Lumify App to capture highly sensitive personal information. Accordingly, Customer is responsible for complying with the Privacy Notice as well as all applicable laws, including privacy and data security laws in its use of the Lumify App, Lumify Solution and in the capturing, collecting, using, sharing, storing and transferring of personal information of any patients or other persons through or from the Lumify App. Customer understands and agrees to properly use and protect personal information used with the Lumify App. See the Privacy Notice for more details.

#### 6.6 Warranties and Limitation of Liability:

Philips does not represent, warrant or promise that any Content (meaning any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Lumify App) is or will remain available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance Customer may place on the information on the Lumify App is at Customer’s own risk.

Customer agrees that the use of the Lumify App is on an “as available” basis. As stated above, except as otherwise expressly required by applicable law, Philips makes no representations or warranties, expressed or implied, in relation to the provision of the Lumify App, including without limitation as to completeness accuracy and currency of any Content on the Lumify App, or warranties of merchantability, quality, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, Philips excludes all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which Philips may otherwise have to Customer as a result of any error or inaccuracies in any Content, the unavailability of the Lumify App for whatsoever reason, and any representation or statement made on the Lumify App.

Philips will not be liable for any loss or damage, which could not be reasonably anticipated when Customer started using the Lumify App, caused by the use of the Lumify App: for example if Customer loses revenue, profits or reputation as a result of the use of the Lumify App and/or the acts or omissions of any third party such as other users of the Lumify App or any other indirect or consequential loss or damage Customer may incur in relation to the Lumify Ultrasound Solution, the Lumify App and/or its Content.

## 7. **Xtend Coverage**

7.1 **Services Provided.** If purchased by Customer, the Xtend Coverage (the “Coverage”) on the systems listed in the quotation (the “Covered Systems”) are offered by Philips under the Xtend Coverage terms and conditions described below.

7.1.1 **Repair Service.** Commencing on the effective date and subject to the repair limitation below, Philips or Philips’ subcontractors will provide repair services for Covered Systems for material defects. Philips will provide all replacement parts, which may be refurbished, and labour necessary to repair Covered Systems. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from Customer’s Site. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.

7.1.2 **Planned Maintenance Service.** Philips will provide Customer a planned maintenance schedule for each Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the Quotation) at a time that is mutually agreed upon. Customer will make Covered Systems available in accordance with this schedule. Philips or its

subcontractors will provide planned maintenance on each Covered System at scheduled intervals. If Philips cannot locate a Covered System, or a Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has ninety (90) days to make available such Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete such Covered System from the list of Covered Systems in the Quotation.

- 7.1.3 Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered Systems. Software updates mean revisions to OEM proprietary operating system software that enhance existing system functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.
- 7.2 Exclusions. Unless specifically included in the Quotation, the Coverage does not include:
- 7.2.1 Servicing a Covered System if contaminated with blood or other potentially infectious substances;
  - 7.2.2 Any service necessary due to: a design, specification or instruction provided by Customer or Customer representative;
  - 7.2.3 the failure of anyone to comply with Philips' written instructions or recommendations;
  - 7.2.4 any combining of a Covered System with other manufacturers product or software other than those recommended by Philips, except for products delivered by Philips and sold under the applicable Quotation;
  - 7.2.5 any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips;
  - 7.2.6 damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor;
  - 7.2.7 any removal or relocation of a Covered System; or
  - 7.2.8 neglect or misuse of a Covered System;
  - 7.2.9 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;
  - 7.2.10 Any rigging or structural alteration incident to the Services;
  - 7.2.11 Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogens, Positron Emission Tomography (PET) calibration sources, film, batteries, cassettes;
  - 7.2.12 Cosmetic repairs;
  - 7.2.13 The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition;
  - 7.2.14 Disposing hazardous, infectious, or biomedical waste or materials;
  - 7.2.15 Providing service to any Covered System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;
  - 7.2.16 Unless otherwise specified in the Quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, Computed Tomography (CT) Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), Magnetic Resonance (MR) radio frequency (RF) rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, 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.
  - 7.2.17 Unless otherwise specified in the Quotation: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.
- 7.3 Customer Responsibilities. During the term of the Coverage, Customer will:
- 7.3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that each Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
  - 7.3.2 Dispose of hazardous or biological waste generated;
  - 7.3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
  - 7.3.4 Use Covered Systems in accordance with the published manufacturer's operating instructions;
  - 7.3.5 If applicable, attend a start-up meeting at Customer's facility, prior to the effective date of the Coverage, so Philips can explain the Coverage to the Customer's management and selected staff;
  - 7.3.6 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;
  - 7.3.7 Provide Philips with broadband internet or Wi-Fi access for business purposes;
  - 7.3.8 For any non-Philips system, provide Philips with the Covered System's service manuals;
  - 7.3.9 Maintain all software licenses applicable to each Covered System;
  - 7.3.10 For Philips use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service Network (PRS aka RSN);
  - 7.3.11 The PRS hardware remains Philips' property and is only provided during the term of the Coverage;
  - 7.3.12 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;
  - 7.3.13 Provide Philips at each Site, at all times during the term of the Coverage, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered Systems at the Site through the PRS and Customer network; and,
  - 7.3.14 If the Covered System cannot be connected to the PRS and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.

- 7.4 System Availability. If Customer schedules service and a Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to a Covered System.
- 7.5 Coverage. To the extent a repair issue cannot be remedied remotely, Philips will provide services on-site during the hours listed in the quotation, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.
- 7.6 Documentation. Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.
- 7.7 Term and Termination.
- 7.7.1 The term of this Agreement shall be set forth in the Quotation and incorporated herein.
- 7.7.2 This Agreement is non-cancelable and will remain in effect for the term specified in the Quotation.
- 7.8 Warranty Disclaimer. Philips' full contractual Coverage obligations to Customer are described in this Schedule. Philips provides no additional warranties under this Agreement. All service and parts to support the Coverage under this Schedule are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.
- 7.9 Independent Contractor. Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. 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' act or omissions related to any services that are performed by customer's employees under this agreement.
- 7.10 Subcontracts. Philips may subcontract to service contractors of Philips' choice any of Philips' Coverage obligations to Customer or other activities performed by Philips under this Quotation. No such subcontract will release Philips from those obligations to Customer.
- 7.11 Rules and Regulations. To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.
- 7.12 Solicitation of Philips Employees. For the duration of the Coverage and for one year following the expiration or termination of the Coverage, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.
- 7.13 Philips Maximizer (Technology Upgrades PTU). If Maximizer is purchased under this Agreement, then Philips will upgrade the Covered System's software as follows:
- 7.13.1 Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.
- 7.13.2 Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all Upgrades to a Covered System's software provided under this Section 7.13.2 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

## **8. Philips Maximizer Package**

- 8.1 Philips Maximizer. If Maximizer is purchased under this Agreement, then Philips will upgrade the Covered System's software as follows:
- 8.1.1 Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, not to exceed one (1) per calendar year, scheduled and delivered within twelve (12) months of the annual eligible upgrade release date, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.
- 8.1.2 Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all Upgrades to a Covered System's software provided under this Section 8 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.
- 8.2 Clinical Education Training.
- 8.2.1 Training Coverage. Philips will provide the clinical education and product applications training ("Training") that customer has selected from the Philips' course catalog(s) (Course Catalog(s)).
- 8.2.2 Exclusions. Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.
- 8.2.3 Scheduling. 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 two (2) weeks prior to scheduled delivery.
- 8.2.4 Attendance. Philips will train the number of Customer employees (Trainee(s)) for the course specified in the quotation, when space is available. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips safety checklist prior to receiving Training.
- 8.2.5 Course Location. Training may be conducted at Philips' training facilities, the Customer location(s) described in this Agreement (Customer Site(s)), through on-line or remote training, or at a third party location determined by Philips.
- 8.2.6 Payment Options.
- 8.2.6.1 Flexible Spending Accounts. If Customer purchased Flexible Spending Account option, the initial account balance is specified in the quotation. The account balance is reduced by the list price for the specified course per attendee. When the balance is depleted, Customer may add funds to their account. If the account balance is negative, then Customer shall promptly pay Philips the balance due. Account balances will not carry over from year to year.

Any remaining account balance at the end of the year will not be refunded.

8.2.6.2 Direct Course Purchase. Customer may purchase individual courses at then current prices.

8.2.7 Travel. Philips' travel expenses for all Training delivered at the Customer Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are the Customer's responsibility.

8.2.8 Warranty Disclaimer. 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 SYSTEM.

## 9. Collaboration Live

If the Customer has purchased a Collaboration Live subscription, then the Collaboration Live subscription includes one system license and one user license; the number of user licenses can be scaled up based on user needs. Collaboration Live is powered by PIIT Reacts, a web-hosted Infrastructure that is subject to additional terms and conditions located at <https://reacts.com/en/legal/terms-and-conditions>.