Schedule 3

Cardiac Informatics Portfolio (CAI)

Product Category	Products
Cardiology Informatics (CAI)	Image & Information Management System (Cardiology Enterprise Viewer) Philips Health Care Information System for Radiology ("HCIS")
	Hemodynamics (Xper IM, Xper Flex Cardio)
	IntelliSpace Cardiovascular (ISCV)
	EKG Information Management (IntelliSpace ECG)
	Stress Testing System (ST80i)
	Holter Monitoring System (DigiTrak)
	Cardiographs (PageWriter)
	IntelliBridge Enterprise Licensed Software (IBE)

1. Definitions

1.1 Any capitalized term used in this Schedule shall have the meaning ascribed to it in the main body of the Terms and Conditions of Sale. In this Schedule Products may include either or both of hardware and software products.

2. Payment Terms

2.1 Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt based on the invoice date for each Product as follows:

2.1 20% of the purchase price shall be due with Customer's acceptance of the quotation.

2.2 70% of the purchase price shall be due on delivery of the major components of the hardware Product or for software Products readiness of the software Product for testing, whichever occurs first. Hardware product installation and/or software Product testing will not begin until Customer has paid this portion of the purchase price.

2.3 10% of the purchase price shall be due net thirty (30) days from the date the Product is available for first patient use. Available for first patient use means the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.

2.4 If the start of hardware installation or software testing 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 hardware Product are available for delivery or software Product testing the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

3. Cancellation

3.1 The quotation is subject to change or withdrawal by Philips 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 delivery, Philips may at its option invoice Customer; a) fifteen percent (15%) of the net order price; or b) the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the Product, the costs to provide any training, educational, or other services to Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any Product ordered from a third party on Customer's behalf; whichever is higher. Orders are non-cancellable for Products shipped and/or upon Philips' request of the license issuance. In the event an order is cancelled after shipment, the order and project are deemed accepted. Customer is not relieved of its payment obligations as a result of deemed acceptance.

4. Delivery

4.1 Philips will use reasonable efforts to ship hardware Product(s) to 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.

4.2 Philips will ship the hardware 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 hardware Product shipment.

4.3 Prior to the shipment or implementation 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 theProduct are not substantially altered.

4.4 If Customer requests a delay in the date major components of the hardware Product are available for delivery, then Philips will place the hardware Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred from date of invoice.

5. Installation

5.1 In addition to the obligations set forth in Section 8 Site Preparation and Installation, Customer installation must begin within eight (8) weeks of receipt of delivered hardware Product and completed within six (6) months or as set forth in the statement of work (SOW), whichever is longer.

6. Product Warranty

6.1 Except for the additional limitations set forth in this section and Section 6 of this Product Specific Schedule, the warranty set forth in Sections 9.2-9.7 of Philips Terms and Conditions of Sale is the sole warranty for the Philips products subject to this Schedule 3.

6.2 For upgrades to Xper IM, Xper Flex Cardio, IntelliSpace ECG, Cardiology Enterprise Viewer Licensed Software, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE) the following warranty terms shall apply and shall supersede Section 9.2 of the Philips Terms and Conditions of Sale:

6.2.1 Xper IM, Xper Flex Cardio, IntelliSpace ECG, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE). For a period of ninety (90) days from the date that a Licensed Software upgrade is available for first patient use, Philips warrants that such Licensed Software upgrade shall substantially conform to its documentation. Licensed Software upgrades do not include hardware costs.

6.2.2 Xper IM, Xper Flex Cardio, IntelliSpace ECG, HCIS, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE). Philips warrants that any Philips-provided hardware purchased with the exception of patient cables and/or disposable items (which have no warranty), shall be free from material defects in material and workmanship under normal use and service for a period of twelve (12) months beginning on the date the product is available for first patient use.

7. Warranty Limitations.

7.1 The following additional warranty exclusions shall apply under Section 9.6(b) of Philips Terms and Conditions of Sale: (a) use of an Xper IM, Xper Flex Cardio IM, HCIS, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) with a client device with less than a 100mbit connection to the server software for such products; or (b) use of the Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) on a workstation without a 3-D video card as required in the quotation.

8. Customer Room Preparation Responsibilities

8.1 In addition to the requirements set out in section 8 of the Philips Terms and Conditions of Sale Customer is responsible for the following site preparation and installation activities:

8.1.1 Customer is responsible for all activities and costs necessary to prepare the facility for installation of the product by Philips. Customer's obligations include, but are not limited to, running all cable in procedure room and network cable to workstations prior to installation.

8.1.2 Prior to acceptance of the quotation, Customer shall obtain from the applicable Philips implementation team any other additional Customer installation preparation requirements in connection with the implementation resulting from unique attributes of Customer's environment and the size of the implementation.

9. Archive Requirement

9.1 Customer is required to have an archive for any Cardiology Enterprise Viewer, HCIS, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) system provided hereunder. If Customer provides its own storage, Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) necessary to manage storage and allow the system to access the storage. Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether Philips provides the storage.

10. Certified Hardware

10.1 Philips shall install the Licensed Software solely on certified hardware pursuant to Philips' specifications where such certified hardware is identified and located on Philips website Hardware Specifications - Philips (http://www.usa.philips.com/healthcare/product/HCNOCTN198/intellispace-cardiovascular?int_origin=2_HC_landing_na_us_en_clinical_informatics_cardiology_informatics_more).
In the case of HCIS, certified hardware specifications are delivered with the quotation or prior to implementation plan being signed. Customer shall not use the Licensed Software with any uncertified hardware.

11. Storage Sizing

11.1 Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for Cardiology and HCIS picture archive communication system solution. Customer is responsible determine what storage archive device types and sizes are required to support its Cardiology Enterprise Viewer solution, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) and HCIS, whether through procurement from Philips or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage archive device is best suited to meet its needs. As part of its decision making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by (a) changes in the types and amount of modality equipment used, (b) technician discretion in file size creation, and (c) clinical protocols within a department. Customer is solely responsible for system administration for the Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), HCIS, or IntelliBridge Enterprise Licensed Software (IBE), solution, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change.

12. Unauthorized Patches and Anti-Virus Updates

12.1 Customer's installation or use of (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 without prior validation testing and approval by Philips (Unauthorized Updates) may adversely affect the functionality and performance of the Licensed Software. Philips

shall perform validation testing of certain Microsoft operating systems, and McAfee and Symantec's anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. If Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require Customer to roll back to the most recent operating system and anti-virus search engine versions that have been validated by Philips as posted on the Philips service internet site.

13. Interfaces

13.1 Xper IM, Xper Flex Cardio, HCIS, Cardiology Enterprise Viewer and IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software Interfaces (IBE). Philips' obligation to provide any Xper IM, Xper Flex Cardio IM, Cardiology Enterprise Viewer, or Intellispace ECG, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) interfaces is expressly conditioned upon Customer enabling its Hospital Information System (HIS) system to send and receive HL7 messages to and from the applicable Philips products by the date the products are available for first patient use. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

14. Customer Controlled Workflow Tools

14.1 Certain Philips products contain Customer maintained tools used in the creation and maintenance of interfaces, forms, screens, reports, data mappings, and calculations (Customer Controlled Workflow Tools). Because these tools control what information is presented to the end-user and how the information is presented, Customer must thoroughly test and validate each interface, form, screen, report, mapping, and calculation after making any changes to the Product or to external systems that supply data to the Philips product. Failure to do so could result in information being presented to the end-user is a manner different than originally configured, less desirable to the patient care giver and negatively impacting patient care outcomes. Therefore, prior testing of any of the above changes by the Customer is recommended by Philips. In all cases, Customer is solely responsible for data field population in Philips products directly arising (i) from Customer's use of the Customer Controlled Workflow Tools or (ii) through the receipt of information delivered from a non-Philips information system that has been modified post project implementation test. These factors are not within Philips control and Philips shall have no liability whatsoever in connection therewith.

15. Frequent Data Backup/Disaster Recovery Responsibility

15.1 Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or backing up the data and images processed by the products sold under Schedule 3. Philips is also not responsible for backing up the data in the CVIS core data database and any associated files. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database, on Philips products, or an archive.

16. Statement of Work (SOW)

16.1 Professional services in connection with Xper, Cardiology Enterprise Viewer, HCIS, IntelliSpace Cardiovascular (ISCV), IntelliSpace ECG, or IntelliBridge Enterprise Licensed Software (IBE) shall be performed pursuant to a statement of work (SOW) which the parties will execute and attach to the applicable quotation, subject to the terms set forth in these Terms and conditions of Sale and the applicable quotation. Philips may reject orders for these Products without a SOW.

17. Support Services

17.1 During the applicable product warranty period, Philips shall provide, at no charge to Customer, Philips' then-current in-warranty service for the products. Customer shall use Philips Remote Service (PRS) service to enable Philips to access the system to perform its support obligations.

17.2 Warranty exclusions set forth in Section 9.6 of Philips Terms and Conditions of Sale also apply to Support Services hereunder. The conditions that resulted in the exclusion of product warranty coverage, set forth in Section 9.6, shall also apply to any service provided during an in- warranty or post warranty coverage period.

18. Systems Administration Requirement

18.1 Customer, at all times, shall have a designated systems administrator that has completed systems administration training for the version of the product running at Customer's site. Systems administration training is set forth in the quotation.

19. Migration

19.1 If purchased by Customer, Philips standard migration tool set-up service (Migration Tool Set-Up Service) consists of Philips installing a migration solution tool, configuring the migration interface, testing the migration solution tool, and training the Customer to operate and manage the migration tool for Customer to perform the data migration (Migration Set-up Tool Activities). For the purposes of clarification, Migration Set-Up Activities do not include Philips performing the migration, including starting and stopping the migration tool process, loading off-line media, monitoring the process, and correcting the migrated data (and not any Data Migration Project Management Consulting Service).

19.2 Unless Customer purchases a separate data migration project management consulting service from Philips and signs a SOW clearly indicating that Philips will be performing and managing the data migration on the Customers behalf (Data Migration Project Management Consulting Service), Philips is responsible solely to perform the Migration Set-Up Activities.

19.3 In all instances, Philips shall have no responsibility under either its Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to: (a) locate missing studies; (b) fix corrupt media or studies; or, (c) repair failed Customer

legacy hardware discovered during the migration service. Philips shall have no responsibility under the

19.4 Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to migrate studies affected by the foregoing events. Additionally, Customer shall have the sole responsibility to estimate the number of studies required to be migrated and to pay any additional costs that result from an inaccurate estimate.