

Schedule 7

Enterprise Radiology Imaging Informatics Portfolio (EII)

Product Category	Products
Enterprise Imaging Informatics (EII)	IntelliSpace PACS
	MammoDiagnost VU Mammography workstation

Philips IntelliSpace PACS purchases are subject to terms set forth on a Services Attachment and IntelliSpace PACS quotation ("IS PACS Services Attachment") and the following additional terms:

1. Priority

- 1.1 To the extent there is a conflict, the order of priority for IntelliSpace PACS purchases is:
 - 1.1.1 1st Priority – IntelliSpace PACS Services Attachment
 - 1.1.2 2nd Priority – Product Specific Schedule 7
 - 1.1.3 3rd Priority – Terms and Conditions of Sale

2. Prices

- 2.1 Prices are specified on the IntelliSpace PACS quotation.

3. Cancellation

- 3.1 Orders are non-cancellable.

4. Payment Terms

- 4.1 Fees are specified in the IntelliSpace PACS quotation. All payments are due thirty (30) days from Philips' invoice date.

5. Shipment and Risk of Loss

- 5.1 If Customer purchases IntelliSpace PACS under a fee-per-study model as specified in the Services Attachment, Philips retains all right, title and interest in and to the Hardware (as defined in the Services Attachment).

6. Limitation of Liability

- 6.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO THE PRODUCTS AND SERVICES IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE PAID BY CUSTOMER TO PHILIPS FOR INTELLISPACE IMAGING SERVICES DURING THE PRECEDING TWELVE (12) MONTHS. THIS IS A CUMULATIVE LIABILITY FOR ALL CLAIMS AGAINST THIS TWELVE MONTH PERIOD AND NO AGGREGATION CAN OCCUR THEREAFTER ONCE THE LIMITATION HAS BEEN REACHED FOR SUCH PERIOD FOR SUBSEQUENT CLAIMS TRYING TO ASSERT A PORTION THEREOF. THE FOREGOING LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR DIRECT DAMAGES CLAIMED FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

7. Operating Software License

- 7.1 Subject to any usage limitations for the IntelliSpace PACS set forth in the IntelliSpace PACS Services Attachment, this Product Specific Schedule 7 and the Terms and Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, limited right during the IntelliSpace PACS Term as specified on the IntelliSpace PACS quotation to permit Authorized Users to access and use IntelliSpace PACS.

8. Termination

- 8.1 Either party may terminate the IntelliSpace PACS Services Attachment if the other party materially breaches the IntelliSpace PACS Service Attachment and does not cure such breach within ninety (90) days after receiving written notice from the non-breaching party specifying the nature of such breach. Philips may terminate the IntelliSpace PACS Services Attachment if Customer breaches a payment obligation and does not cure such breach within ten (10) days after receiving written notice from Philips regarding such breach.