

## Schedule 7

### EDI Software and Services Solutions Rev 21

Product Category	Products
Enterprise Diagnostic Imaging (EDI)	Philips MyVue
	Philips Vue Reporting
	Philips Vue Motion
	Philips Vue PACS
	Philips Vue Explorer (WFM)
	Philips Vue Archive
	Philips Vue Advanced Visualization Modules
	Philips Vue Orchestrator

Section 3 (Retention of title until full payment) and Section 5 (Lease and Trade-In) of the Philips standard terms and conditions of sale do not apply to this Schedule.

The following additional terms shall apply to sale of Licensed Software Products ("EDI Software and Services Solutions") under this Schedule:

#### **1. License Term & Limitations.**

Notwithstanding anything contrary in Philips standard terms and conditions of sale, the following license terms and restrictions shall apply and govern in the event of conflict with terms expressly set forth in the Philips standard terms and conditions of sale:

##### 1.1 Definitions.

- 1.1.1 "License Commencement Date" shall mean the date that Philips makes the EDI Software and Services Solutions available to Customer for first use consistent with the usage rights and restrictions under the terms of this Agreement and upon completion of the installation of any server(s) provided by Customer as part of the Customer Provided Hardware or purchased through Philips and related network infrastructure. Acceptance of all EDI Software and Services Solutions shall occur upon the License Commencement Date. Customer shall promptly sign the Philips' Customer Acceptance Form, if requested, at such time. All fees for licenses commence at the same time and, in the event of multiple sites, all licenses and fees start upon the License Commencement Date for the first site, unless otherwise provided on a Quotation.
- 1.1.2 "Quotation" shall mean the Philips quote affixed to this schedule signed by the Customer for the Philips EDI Software and Services Solutions. Each Quotation shall list all the fees and any license limitations applicable to customers purchase of licenses, maintenance and support, professional services, including all installation, migration, interfacing tasks set forth on a Statement of Work. All Licenses fees, maintenance fees, subscriptions fees and professional services fees, as applicable, shall be payable per the payment terms in the Quotation.
- 1.1.3 "Statement of Work" shall mean the Philips statement of work signed by the Customer and Philips at time the Customer places its order to purchase EDI Software and Services Solution. A statement of work shall be required for all EDI Software and Services Solutions and such document shall address in general terms all interfacing and professional services delivery project scope requirements, at minimum.

1.2 Term License Model with Separate Maintenance and Support Purchase Option. Under this sale model, each EDI Software and Services Solution license shall commence upon the License Commencement Date (as defined in Section 1.1 above) and continue for the license period set forth on the Quotation ("Term License"). Furthermore, in addition to the warranty set forth in Section 1.4, Philips shall provide the maintenance and support services set forth in Schedules A and B affixed to this schedule for a period of ninety (90) days. Customer's purchase of maintenance and support services post warranty of the Term License shall be provided under the terms of this Terms and Conditions of Sale, including Schedule A and Schedule B as applicable; provided that, Customer issues a purchase order with a separate line item listing the post warranty maintenance and support purchase per the Philips post warranty service Quotation. Philips shall have no obligation to perform maintenance and support on the Term License software, for any period post warranty that Customer has elected not to purchase maintenance and support agreement coverage. The license to a EDI Software Solution shall expire upon the final anniversary date of the License Commencement Date based on the number of years in the Term License, unless customer renews the license term prior thereto.

1.3 Solution Subscription Option. Under the subscription service model, commencing upon the License Commencement Date the Customer receives an annual subscription license for the number of years set forth on the Quotation ("Subscription License Term"), and the maintenance and support set forth in Schedules A and Schedule B, as applicable, affixed to this schedule for the entire Subscription License Term for one annual fee ("EDI Software and Services Solutions Subscription Option"). Thereafter, the then-current EDI Software and Services Solutions Subscription Term shall expire on the end of the last anniversary date of the Subscription License Term, unless Customer renews the subscription term prior thereto.

1.4 Products Warranties for all sales models 1.2-1.3. The warranties set forth in Section 9 (except Section 9.2) in the baseline Agreement shall apply to sales of the EDI Software and Services Solutions purchased under Section 1.2-1.3 of this Schedule.

1.5 All licenses are subject to a limited number of sites (by physical address), users, connections and study or exam volume

set forth in the Quotation. In all cases a "Site" shall mean a unique physical street address for imaging equipment that has usage information sent to or pulled by the EDI Software and Services Solutions Licensed Software and "Users" shall mean the number of named users that are employees or contract temporary employees of the Customer legal entity expressly set forth on the Quotation and/or Statement of Work. In no event shall GE, Siemens, or another medical device manufacturer, distributor, or independent service organization use or have access to EDI Software and Services Solutions. Customer shall have the right to replace a User with a different named User at no additional charge; provided that, the User being replaced is permanently no longer using the EDI Software and Services Solutions Licensed Software to benefit Customer.

- 1.6 Prior to the assignment of any licenses, including an assignment pursuant to a purchase of substantially all of the Customer's assets, organic growth or expansion plans, Customer will provide Philips with written notice along with reasonable data to determine how such events will impact the licensing limitations applicable to each License. These events may require the Customer to purchase additional Licenses to address a change in the number of Users, Sites, connections and Annual Exam Volume prior to the use of EDI Software and Services Solutions Licensed Software for such events.
- 1.7 Subject to fulfillment of any payment obligations by Customer arising from the use of the EDI Software and Services Solutions Licensed Software, Philips grants Customer the applicable license under the model quoted. All EDI Software and Services Solutions licenses are non-exclusive, non-transferable and subject to compliance with the usage, rights and restrictions set forth herein and solution description on the Quotation.
- 1.8 Termination Fees. In the event Customer provides written termination notice other than Philips' uncured material breach or is in material breach of its obligations arising therefrom and Philips terminates the Agreement for such models, Customer shall promptly pay Philips all charges for the EDI Software and Services Solutions provided through the date of termination plus a "Termination Charge" equal to sixty percent (60%) of the fees that Philips would have been entitled to receive for the balance of the Term for such licenses, maintenance and support purchased, and/or subscription period. The parties agree that all fees were negotiated based upon Customer's commitment to the full Term. Philips' damages in the event that the Term is terminated early would be difficult or impossible to ascertain. The Termination Charge is intended, therefore, to establish liquidated damages in the event of termination and is not intended as a penalty.

## **2. Billing based on Customer Delays, Offset & Pricing.**

- 2.1 Billing. Customer shall pay Philips' invoices per the payment terms set forth in the Quotation or within thirty (30) days of Philips' invoice date if not specified otherwise in the Quotation. First payment (excluding Upfront Fee as described in the Quotation) will be due and payable within twelve (12) months from contract signing date or upon License Commencement Date, whichever comes sooner.
  -
- 2.2 Following a period of two (2) years from the receipt of a customer order, Philips shall maintain the right to bill Customer for all fees associated with such project regardless of whether Customer decides to proceed with the project or not.
- 2.3 Offset. Payment obligations for the fee set forth on a Quotation for each EDI Software and Services Solutions are independent fee obligations not subject to offset.
- 2.4 Philips reserves the right to adjust customer list pricing and (or) net pricing, during the Term of the agreement, in accordance with the Consumer Price Index (all items excluding eight of the most volatile components as defined by the Bank of Canada and excluding the effect of changes in indirect taxes) published by Statistics Canada on its website at <https://www150.statcan.gc.ca/>. Such adjustment in pricing requires sixty (60) day written notice, will not be retroactive, cannot start before the end of the first year of the contract, and will not exceed more than five percent (5%) change annually.

## **3. Pricing Harmonization.**

- 3.1 In an effort to simplify and harmonize Philips product portfolio pricing structure, Philips may, no more than once during the term of the agreement, unilaterally adjust the price list and discount schedule for products under this Agreement, with no impact to the current net price.
- 3.2 Philips will:
  - 3.2.1 Provide 30 days' written notice prior to fixing the net price of the product(s) sold under the agreement for 12 months (the "Lock Period") at the net price (the "Lock Price") of the product(s) in effect at the time of Customer's receipt of the written notice.
  - 3.2.2 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.
- 3.3 Upon termination of the Lock Period, the net price of the product(s) will be maintained in the manner defined in the agreement.

## **4. Philips Ownership in the EDI Software and Services Solutions.**

- 4.1 The Licenses granted under these Philips Additional Terms and Conditions of Sale for all EDI Software and Services Solutions offered under Sections 1.2-1.3 of this schedule 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. Except for the licenses set forth in this exhibit for the term (under options offered per subsections 1.2-1.3), Philips retains all rights, title, and interest to all intellectual property

in or arising from the Licensed Software.

- 4.2 Third party software. Unless otherwise specified in the Quotation, the EDI Software and Services Solutions may include software from other commercial suppliers who require Philips to pass through, or otherwise have Customer agree to, their end user license terms. Such terms are specified in:

[https://images.philips.com/is/content/PhilipsConsumer/Campaigns/HC20140401\\_DG/Documents/Pass-through-August-2020.pdf](https://images.philips.com/is/content/PhilipsConsumer/Campaigns/HC20140401_DG/Documents/Pass-through-August-2020.pdf) or otherwise provided via means including software delivery. Philips does not warrant the operation of third party software, rather all third party software acquired by Customer from Philips is subject to the warranties contained in the third party software end user terms.

## **5. Cancellation.**

- 5.1 The term set forth on the Quotation ("Term") is non-cancellable before the expiration date of the Term. Each Quotation will commence on its respective effective date and thereafter will remain in effect for the entire Term as stated in the Statement of Work.

•

- 5.2 A Statement of Work must be signed in writing by both parties and submitted with Customer's purchase order. Philips may reject orders in the absence of the Statement of Work.

•

## **6. Server Hardware.**

- 6.1 Customer-Provided IT Infrastructure. Customer shall be responsible to procure all hardware (including server, storage, and client devices) and network bandwidth as set forth in the Statement of Work ("Customer-Provided Hardware & IT Infrastructure"). All Customer-provided hardware must meet Philips certified hardware specification requirements. Such requirements shall be listed on a Quotation or provided in the Statement of Work. The cost of any new hardware or hardware change to use the EDI Software and Services Solutions, including any updates or upgrades provided by Philips under Section 1.2-1.3, shall be Customer's obligation and is not included in a purchase of EDI Software and Services Solution.

- 6.2 Philips Pass Through Resale IT Infrastructure. In limited cases, Philips may offer a hardware pass through resale service for servers that can be used with EDI Software and Services Solutions; however, this is offered purely for one purchase order fulfillment convenient purposes and Customer shall remain responsible to work directly with the vendor for such hardware directly for any break/fix non software issues and purchase any maintenance and support directly with such vendor.

- 6.3 Philips-Provided IT Infrastructure. Customer may elect to purchase hardware from Philips with an option to purchase maintenance and support with Philips for any break/fix issues as described in Schedules A or B.

## **7. Customer Managed IT Support Structure.**

- 7.1 Customer Client Device Types. EDI Software and Services Solutions may solely be used with client device types and minimum configuration specifications set forth on the Quotation, Statement of Work or Project Implementation Plan. In all cases, EDI Software and Services Solutions are not designed nor recommended for mobile device use. Philips shall not be responsible for issues arising therefrom.

- 7.2 PACS Interfaces. For those Customers purchasing interface services listed in the statement of work, for which Philips would have to create new interface code to work with third party vendor software, Customer shall ensure that such third parties have completed such interface work for their software by the interface testing date set forth in the project plan. Any delays in meeting such date are the sole responsibility of Customer. 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, except for amounts representing the cost for work performed by Philips prior to such termination which Philips shall be entitled to retain. 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, when Customer's third-party vendor is available to perform interface testing at such time.

- 7.3 Data Archiving. Customer is required to have an archive for all EDI Software and Services Solutions that are used as diagnostic tools to provide patient care (Workflow Tool are Excluded). 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 as a one-off third-party item at Customer's request.

- 7.4 Storage Sizing. 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 EDI Software and Services Solutions, whether through procurement from Philips as a third-party item 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 long as it meets the requirements published by Philips. As part of its decision-making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by:

- 8.5.1 changes in the types and amount of modality equipment used,
  - 8.5.2 technician discretion in file size creation, and
  - 8.5.3 clinical protocols within a department. Customer is solely responsible for system administration for the Software Solutions, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change.
- 7.5 Frequent Data Backup/Disaster Recovery Responsibility. 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 EDI Software and Services Solutions. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database on Philips EDI Software and Services Solutions, or an archive, on a daily basis at minimum.
- 7.6 Unauthorized Patches and Anti-Virus Updates. 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 EDI Software and Services Solutions. Philips shall perform validation testing of certain Microsoft operating systems, and certified antivirus software published in the documentation 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.
- 7.7 Systems Administration Requirement. Customer, at all times, shall have a designated systems administrator that has completed systems administration training for the version of the EDI Software and Services Solutions running at Customer's site. Systems administration training is set forth in the Quotation.
- 7.8 If Customer purchases Vue VNA, Studies (regardless DICOM or non-DICOM) ingested in the Vue VNA from other sources that are outside of contract scope set forth in the Quotation will be charged the same VNA storage rate under the Agreement unless otherwise quoted separately.

## **8. Data Usage.**

- 8.1 Philips may use de-identified information to improve the EDI Software and Services Solutions, including serviceability thereto, as well as the Philips products to which such de-identified data relate. In all cases, such improvements are made available for purchase to all EDI Software and Services Solutions customers. Philips shall defend, indemnify, and hold Customer harmless from any breach of its obligations under this Agreement with respect to permitted use of de-identified data for benchmarking purposes, marketing, advertising, or improving the serviceability of the EDI Software and Services Solutions.

## Schedule A

### Annual Maintenance and Support for EDI Software and Service Solutions other than PACS- Rev 21

#### 1. Telephone and Remote Support.

- 1.1 Telephone Support. Telephone and Remote Support coverage is included with all software maintenance agreements. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.
- 1.2 Remote Access & Diagnostics. Philips may remotely access the EDI Software and Services Solutions to perform Services. Customer shall provide Philips remote access to the EDI Software and Services Solution.
- 1.3 On-Site Software Resolution Response. Philips primary methods for software services are via telephone and Philips Remote Services Data Centre ("PRSDC"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution methods. On-site service is next business day, Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding Philips recognized holidays, and includes labor and travel necessary for the delivery of corrective services.
- 1.4 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the system(s) covered under this Agreement.
- 1.5 Online Education. Customer shall be entitled to unlimited access to the virtual classroom at the online Philips Learning Center during the term of the Agreement.

#### 2. Interface Support.

- 2.1 Philips supports DICOM and HL7 communication to and from the EDI Software and Services Solutions as per Philips' standard specifications as published per message type. In the case of new software versions provided hereunder, Philips shall provide the following:
  - 2.1.1 If the EDI Software and Services Solutions, 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 as part of the Upgrade Project, additional fees may apply.
  - 2.1.2 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 EDI Software and Services Solutions that involves modifications to the interface specifications, Philips will provide a quote to Customer for additional professional services fee and 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 EDI Software and Services Solutions to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and the Customer. Philips is not responsible for issues arising from third party modifications to their software or interfaces that result in errors fielding inquires or sending data to EDI Software and Services Solutions.

#### 3. Software Versions and Updates.

- 3.1 If a new software version or update is available for the EDI Software and Services Solutions, and the requirements of the Agreement are satisfied, then Philips will upgrade the EDI Software and Services Solutions application software during the term of the Agreement as follows:
  - 3.1.1 Philips will provide new software versions and updates of software for the licensed EDI Software and Services Solutions applications originally purchased by Customer. Third party software including, but not limited to client and server operating system licenses to use such updates, database software licenses, and anti-virus software is not included. Hardware updates and replacement are not included.
  - 3.1.2 Functionality. Customer is entitled to Updates and Upgrades for the EDI Software and Services Solutions applications Philips makes generally commercially available to customers having maintenance and support on the same EDI Software and Services Solutions application with the same software version and purchased options, original purchased by Customer. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.
  - 3.1.3 "Updates" means fixes or corrections for Software bugs to enable the Software to perform in accordance with its Documentation which is typically designated by a change in the third number in the series. Software Update is made generally available to its customer that are under a service or maintenance agreement without charge. Updates do not include new products, modules or extensions for which Philips elects to charge separately.
  - 3.1.4 "Upgrades" means a new version or release of software that contains new features and enhancements to functionality and may include a change to the platform. A new version and release are typically designated by a change in the first or second number in the series. Software Upgrades are made generally available to its customer that are under a service maintenance agreement without charge provided however, Customer will be charged for professional services fees and other fees as a result of a change to the Server Hardware associated with the Upgrades. New optional licensable software may be available for additional software and services fees and shall not include Software changes with a version change in the first or second number in the series.
  - 3.1.5 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.

3.2 To receive a new software version:

- 3.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement including the availability of PRSDC capability and access to the EDI Software and Services Solutions by Philips personnel;
- 3.2.2 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and,
- 3.2.3 The EDI Software and Services Solutions that will receive the version or update must meet the specifications of the new software version. Customer shall provide the EDI Software and Services Solutions hardware or software necessary to meet such specifications.

3.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include: applications that were not purchased with the EDI Software and Services Solutions, including any third party software, such as virus protection software, third party custom interface software, operating system software for client device or server hardware.

**4. Customer Success Management Services.**

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

- 4.1.1 If applicable, Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status review meeting will focus on available entitlements and planning. The status review meeting may outline all EDI Software and Services Solutions service issues resolved during the previous period and review any open or unresolved issues.
- 4.1.2 Prior to delivering any new software version, Philips will coordinate with the Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.
- 4.1.3 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 upgrades.

**5. Annual Review.**

5.1 If applicable, Philips and Customer will annually review the EDI Software and Services Solutions covered by the Agreement to match quantities of equipment, connections, site or annual exam volumes being used by Customer and to adjust price if actual usage exceeds any licenses purchased.

**6. Hardware Support Coverage.**

6.1 If Server Hardware is purchased from Philips and Customer elects to purchase maintenance and support from Philips, 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:

- 6.1.1 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 Covered System hardware covered under this Schedule. Unless otherwise specified, parts will be shipped via priority delivery.
- 6.2 Onsite. 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 Service Agreement Monday through Friday, 8:00 AM to 5:00 PM local time.

**Schedule B**  
**Annual Maintenance and Support for PACS Software and Service Solutions**

**1. Telephone and Remote Support.**

- 1.1 Telephone Support. Telephone and Remote Support coverage is included with all software maintenance agreements. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.
- 1.2 Remote Access & Diagnostics. Philips may remotely access the EDI Software and Services Solutions to perform Services. Customer shall provide Philips remote access to the EDI Software and Services Solutions.
- 1.3 On-Site Software Resolution Response. Philips primary methods for software services are telephone and Philips Remote Services Data Centre ("PRSDC"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution methods.
- 1.4 Online Education. Customer shall be entitled to unlimited access to the virtual classroom at the online Philips Learning Center during the term of the Agreement.

**2. Interface Support.**

Philips supports DICOM and HL7 communication to and from the EDI Software and Services Solutions as per Philip's standard specifications as published per message type. In the case of new software versions provided hereunder, Philips shall provide the following:

- 2.1 If the EDI Software and Services Solutions, 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 as part of the Upgrade Professional Services fees.
- 2.2 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 EDI Software and Services Solutions that involve 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 EDI Software and Services Solutions to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and the Customer. Philips is not responsible for issues arising from third party modifications to their software or interfaces that result in errors fielding inquires or sending data to a EDI Software and Services Solutions.

**3. Software Versions and Updates.**

- 3.1 If a new software version or update is available for the EDI Software and Services Solutions, and the requirements of the Agreement are satisfied, then Philips will upgrade the EDI Software and Services Solutions application software during the term of the Agreement for a Professional Services fee as follows:
  - 3.1.1 Philips will provide new software versions and updates of software for the licensed EDI Software and Services Solutions applications originally purchased by Customer. Third party software including, but not limited to client and server operating system licenses to use such updates, database software licenses, and anti-virus software is not included. Hardware updates and replacement are not included.
  - 3.1.2 Functionality. Customer is entitled to updates and upgrades for the EDI Software and Services Solutions applications Philips makes generally commercially available to customers having maintenance and support on the same EDI Software and Services Solutions application with the same software version and purchased options, original purchased by Customer. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.
  - 3.1.3 "Updates" means fixes or corrections for Software bugs to enable the Software to perform in accordance with its Documentation which is typically designated by a change in the third number in the series. Software Update is made generally available to its customer that are under a service or maintenance agreement without charge. Updates do not include new products, modules, or extensions for which Philips elects to charge separately.
  - 3.1.4 "Upgrades" means a new version or release of software that contains new features and enhancements to functionality and may include a change to the platform. A new version and release are typically designated by a change in the first or second number in the series. Software Upgrades are made generally available to its customer that are under a service maintenance agreement without charge provided however, Customer will be charged for professional services fees and other fees as a result of a change to the Server Hardware associated with the Upgrades. New optional licensable software may be available for additional software and services fees and shall not include Software changes with a version change in the first or second number in the series.
  - 3.1.5 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.
- 3.2 To receive a new software version:
  - 3.2.1 New Order for professional services and hardware, if purchasing from Philips, and a statement of work;

- 3.2.2 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of PRSDC capability and access to the EDI Software and Services Solutions by Philips personnel;
  - 3.2.3 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and,
  - 3.2.4 The EDI Software and Services Solutions that will receive the version or update must meet the specifications of the new software version. Customer shall provide the EDI Software and Services Solutions hardware or software necessary to meet such specifications.
- 3.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include: applications that were not purchased with the EDI Software and Services Solutions, including any third party software, such as virus protection software, third party custom interface software, operating system software for client device or server hardware.

#### **4. Annual Review.**

- 4.1 If applicable, Philips and Customer will annually review the EDI Software and Services Solutions covered by the Agreement to match quantities of equipment, connections, site or annual exam volumes being used by Customer and to adjust price if actual usage exceeds any licenses purchased.

#### **5. Customer Requirements.**

- 5.1 Minimum Network Requirements. Customer shall provide at a minimum a switched 1 Gb/s local area network (LAN) and 5ms latency. Provided Customer with sites reading large studies, such as large CTs (study size > 700 MB and number of frames > 1000) and mammography tomosynthesis Studies, Customer shall provide a 1 Gb/s network adapter and 1 Gb/s end-to-end connection to the server. For Study acquisition scenarios that require 'stat' interpretation, Hardware (DICOM processors and storage modules) and Client Devices must reside on a contiguous 1GB/s switched LAN. DSL, cable modem, satellite and other non-commercial-grade technologies should not be used due to high-latency. Issues including delays with image retrieval, delays in Study migration between servers/locations, and application responsiveness issues (pauses, halting) may be experienced when the Software Services is used on a network that does not meet the Minimum Network Requirements.
- 5.2 Network Access. Customer shall provide Philips with 24x7 direct VPN remote network access to the Customer Provided Hardware to enable Philips to monitor, maintain, upgrade and support the PACS Services. Customer must provide Philips with administrator access to all Software and third-party software installed on the Customer Provided Hardware. Customer will allow Philips to establish a site-to-site VPN using either a Philips managed firewall/VPN device or a Customer managed VPN device for secure access to Customer Provided Hardware. The Customer shall allow the Customer Provided Hardware to send alert messages over the VPN to Philips for proactive monitoring. The Customer will work with Philips to establish the VPN and enable the required access to support the Customer Provided Customer Provided Hardware. If the VPN is established using Customer's VPN device AND the Customer Provided Hardware is assigned a private IP, the Customer will need to work with Philips to translate the private IP to something unique to both networks. This is not necessary if using a Philips supplied firewall/VPN device.
- 5.3 Customer shall allow outgoing e-mail from the Customer Provided Hardware to access Philips SMTP e-mail service. Email access is required in order for Philips to monitor, maintain, upgrade and support the PACS Services which Customer must use Philips' secure managed SMTP relay in order to avoid any possible transmittal of unencrypted sensitive data or PHI. Upon reasonable advance notice, Customer shall provide Philips personnel or subcontractors with physical access to all Customer Provided Hardware to support, maintain and upgrade such Customer Provided Hardware.
- 5.4 Customer shall notify Philips of any planned VPN connection, network outages or configuration changes that impact Philips remote monitoring or servicing the Customer Provided Hardware. Philips shall not be liable for remote support availability issues or other service delays caused by Customer's failure to permit remote access. If Customer is using Philips Cloud and/or archiving services, a Philips managed VPN device is required.
- 5.5 Under no circumstances shall users be permitted to access the Software Services remotely except via a Customer VPN providing adequate security and network functionality establishing a 1 GB connection between the Client Device being used remotely and the server for the Software Services. Philips shall have no liability under this Agreement for events arising from or use of the Software Services remotely by users in a manner not meeting the foregoing requirements.
- 5.6 Modalities. Each Customer modality connected to the EDI Software and Services Solutions must have a published DICOM format (or successor industry standard) conformance statement. Philips will provide connectivity testing for all Modalities without charge for the initial installation per the project implementation plan. Thereafter, any such services shall be chargeable at Philips then current professional services rates. Philips will not validate the quality of the data generated by Customer modalities. Philips will confirm that the modality will connect to the EDI Software and Services Solutions and the EDI Software and Services Solutions will be able to store and display the data as delivered by the modality. Philips will cooperate with Customer's Modality vendors without charge to troubleshoot any Modality connectivity issues.
- 5.7 No Modification of Customer Provided Hardware. Customer may not modify, relocate, or install third-party software on the Customer Provided Hardware without Philips' prior written consent. Philips will attempt to reasonably accommodate any Customer requests to relocate Customer Provided Hardware.

#### **6. Customer Support.**

- 6.1 Customer Support



- 6.1.1 Customer may report issues or obtain technical support 24 hours a day, 7 days a week by telephoning 877-328-2808 or online web portal. Philips shall respond to Customer by phone during the Coverage Period for failures rendering all functionality or a substantial proportion of functionality unavailable or unusable which significantly impacts multiple active users and/or affects patient care ("Critical Failure") of any service plan within 60 minutes of (i) call receipt within the Coverage Period or (ii) commencement of the next Coverage Period if calls are received after hours or within less than 60 minutes from the end of the current Coverage Period (" Call Response Time"). Prior to contacting Philips, Customer shall perform any problem determination procedures, diagnostic activities and actions detailed by Philips in the Documentation or other customer communications.
- 6.1.2 Philips includes Philips' proprietary remote management service (" RMS") which, when configured and enabled, allows Philips to remotely monitor, diagnose and resolve a variety of software issues, and remotely install Updates, through a secure, encrypted internet connection or a secure remote service access (" SRSA") virtual private network ("VPN") connection. As a condition of Philips performing services described herein, Customer shall permit Philips to use its remote access tools as its first call response method for software service requests.
- 6.1.3 Philips will provide Customer with Customer-requested IP address changes, native DICOM connections, technical Training and other non-warranty support and services upon request at Philips' then published rates.
- 6.2 Philips shall have no obligation or liability for Software Services problems attributable to any of the following and Customer shall pay Philips, at Philip's then current rates, for any time Philips spends diagnosing or correcting issues caused by any of the following:
  - 6.2.1 Modifications, additions or attachments to the Operating Environment, or Software Services, unless such modifications are performed by, and at the request of, Philips and such additions and attachments are purchased from, or specified by, Philips.
  - 6.2.2 Customer's failure to (i) follow the Documentation; (ii) perform, or permit Philips to perform, routine maintenance; (iii) adhere to the Operating Environment; or (iv) adhere to site preparation and environmental specifications;
  - 6.2.3 Misuse, abuse, accident, vandalism, viruses or any other malicious or negligent act or omission by a party that is not under the direct control of Philips.
  - 6.2.4 Environmental conditions, moisture or water, excessive radiation, improper servicing or fire.
  - 6.2.5 Electrical problems caused by power surges, lightning or Customer's wiring or electrical supply.
  - 6.2.6 Network issues, problems caused by Customer's other vendors, or issues related to or caused by non-Philips' equipment, hardware or software.
  - 6.2.7 The Philips customer support center will provide connectivity testing from Philips PACS system to the customer supplied network; any network connectivity issue beyond the Philips managed system will require customer network engineering support.
- 6.3 Supported Release. Philips supports the current product release and one prior product release (a "Supported Release"). A prior product release is the most recent product release with a lower release number than the current product release. Philips' service level commitments, including the uptime performance warranty, will not apply if Customer is not using a Supported Release.

## **7. Hardware Support Coverage.**

- 7.1 If Server Hardware is purchased from Philips and Customer elects to purchase maintenance and support from Philips, 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:
  - 7.1.1 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 Covered System hardware covered under this Schedule. Unless otherwise specified, parts will be shipped via priority delivery.
- 7.2 Onsite. 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 Service Agreement Monday through Friday, 8:00 AM to 5:00 PM local time.