**Schedule 1**
**Imaging Systems Portfolio (IS) Rev 21**

| Product Category | Products |
|---|---|
| Image Guided Therapy (IGT) | Interventional X-Ray (iXR) |
| | Mobile C-Arms (Surg) |
| | Philips Image Guided Therapy Corporation (IGTD)fka Volcano |
| Imaging Clinical Applications (ICAP) | IntelliSpace Portal (ISP) |
| Diagnostic Imaging | Digital X-Ray (DXR) |
| | Computed Tomography (CT) |
| | Magnetic Resonance (MR) |
| | OEM Imaging Components (Coils) |
| | Positron Emission Tomography (PET/CT) |
| | Advanced Molecular Imaging (SPECT & SPECT/CT) |
| | Radiation Oncology (PROS) |

**1. Payment Terms.**

Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each of the products and integration services as follows:

1.1 For Imaging Systems Portfolio:

1.1.1 10% of the purchase price shall be due with Customer's submission of its purchase order.

1.1.2 70% of the purchase price shall be due on delivery of the major components of the Product to Customer designated location or Philips warehouse. Product installation will not begin until Customer has paid this portion of the purchase price.

1.1.3 20% of the purchase price shall be due net thirty (30) days from the invoice date. Invoice date shall be date of Product(s) availability 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. Additional Customer Installation Obligations for Magnetic Resonance (MR).**

2.1 Customer shall be responsible for any and all site preparation and shall be in compliance with all radio frequency (RF) or magnetic shielding and acoustical suppression and building codes relevant to the Product and its installation and use.

2.2 If applicable, Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.

Required details include:

2.2.1 Architectural drawing(s) or sketch(es) with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.

2.2.2 Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)

2.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.

2.3 If applicable, Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

2.4 For MR, as may be applicable, this includes the consumption of Helium for life support. If installation site is not ready in accordance with agreed-upon installation schedule due to delays not caused by Philips, Customer shall be responsible for implementing all reasonable measures and for bearing any related costs incurred in connection with equipment preservation. Without limiting the foregoing, this includes maintenance of a climate-controlled environment with adequate control measures in place to prevent exposure of the equipment to construction dust and/or high humidity, and relocation (including time, materials, packaging/sealing and transportation, as applicable) of the equipment to such a controlled environment.

2.5 Customer is responsible for implementing all reasonable measures and for bearing any related costs incurred in connection with maintaining a climate-controlled environment during and after installation.

**3. Further use of System Data.**

3.1 Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software.

3.2 Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data, which is anonymized data or aggregate log files, device parameters and other signals collected from the equipment used by Customer and associated with Customer. Customer agrees that Philips may use and disclose Mandatory Data for Philips' own business purposes (including, but not limited to, for data analytics activities to determine trends of usage of Philips' or its affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes). In connection with any disclosure of Mandatory Data, Philips will not associate such data with the Personal Data of Customer's patients, consumers, or employees.