PHILIPS

SCHEDULE 1 – IMAGING SYSTEMS PORTFOLIO (IS)

Rev 22

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD)fka Volcano (Capital only)
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 Subject to Section 6.2 of the Conditions of Sale, 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 Terms applicable to IGT Fixed Systems

2.1 Project management support is provided by Philips at no additional cost to Customer.
2.2 Delivery and installation are included in the purchase price of the system.
2.3 For Catalyst systems, full warranty is included and starts when installation is completed and system is accepted by Customer.

3. Additional Customer Installation Obligations for Magnetic Resonance (MR).

3.1 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.

3.2 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:
3.2.1 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.
3.2.2 Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
3.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.

3.3 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.

3.4 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.

3.5 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.

4. Further use of System Data.

4.1 **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 LicensedSoftware 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.

4.2 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, butnot 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.

PHILIPS

SCHEDULE 1-A
DIGITAL COMPUTATIONAL PATHOLOGY PORTFOLIO (DCP)
Rev 22

Product Category	Products
Digital Computational Pathology(DCP) Products	Image Management System (IMS)
	Ultra Fast Scanner (UFS)

1. Definitions.

1.1 "Products" means, collectively, the equipment, system, Philips IntelliSite Pathology Solution, including the IMS and UFS, integration services and other products as described within the applicable Philips quotation.

1.2 "Project Implementation Plan" shall mean, if a Statement of Work is included in the Quotation (SOW) or otherwise created after award of the contract, the project management implementation plan, mutually agreedto by the parties, that sets timetables and the order of project rollout for the work scope set forth in the SOW,if and as applicable to the Products purchased.

1.3 **"**Authorized Users" of the Product shall mean persons reviewing pathology images or those requiring administrative access to patient records and images scanned into the Image Management System, as authorized by Customer, in support of performance of such services.

1.4 "Acceptance" means the following:
For Equipment: Acceptance means the Product(s) has been successfully installed by Philips at the Customer's site, substantially meets Philips' functionality for the Product(s) as set forth in the applicable Philips documentation for the Product and is available for first clinical use. Upon successful installation, Customer will sign the Philips acceptance form provided by Philips as acknowledgement that installation is complete and accepted by Customer. In the event that Product Integration is included in the scope of a project, Integration will not commence until Philips' receipt of the Equipment acceptance form signed by Customer.
For Integration: Acceptance means the Product(s) has been successfully integrated into the Customer environment and substantially meets the integration requirements described in the applicable SOW ("Integration"). In the event that during Integration Philips discovers elements or features of the Customer's environment that were not properly identified to Philips or could not have been reasonably known or understood by Philips prior to agreement on the applicable SOW, Philips may, after the exercise ofcommercially reasonable efforts complete implementation of an applicable Integration requirement, determine in good faith, and provide Customer with written notice, that such Integration requirement cannot, in whole or in part, be implemented. Upon Customer's receipt of such notice, that Integration task shall be considered complete. Any such determination by Philips shall not reduce the price of the Integration or delay payment by Customer. Customer will sign the Philips acceptance form provided by Philips as acknowledgement that the Integration of the Products is complete and accepted by Customer.

1.5 "Available for first patient use" as it relates to the DCP Products and not withstanding anything to the contrary set forth in the Philips Standard Terms and Conditions of Sale, means the Product has been installed and performs in substantial compliance with the Philips documentation provided with the Product and is availablefor Customer's first clinical use.

1.6 "Client Device" means a computer, workstation, terminal, or other electronic device used to access the Product(s).
Any other capitalized term used in this Schedule 1-A shall have the meaning ascribed to it in the main body of the Conditions of Sale.

2. Payment Terms.

2.1 Unless otherwise specified in the quotation or Statement of Work (where applicable), Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:
2.1.1 100% of the purchase Price for Products shall be due thirty (30) days from Philips' invoice date.
2.1.2 100% of any Integration services Price shall be due thirty (30) days from Philips' invoice date.
2.1.3 Payment terms are subject to credit approval.

3. Customer Room Preparation Responsibilities.

In addition to the requirements set out in Section 7 of the Philips Standard Terms and Conditions of Sale, Customeris responsible for the following site preparation and installation activities:

3.1 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, any connectivity to the Customer's network, which includes the requirement for such connectivity to comply with the applicable Philips Product requirements and specifications, and running all required cables prior to installation.

3.2 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.

3.3 Product Operating Environment: Customer shall ensure an adequate operating environment for the Product that meets generally accepted industry standards for the operation of computer server equipment, including without limitation stable table, power and air conditioning. The installation site shall be protected from unauthorized access.

3.4 In the event that multiple server racks are required to support the use of the Product, Customer shall provide,without charge, contiguous rack space at the installation site.

3.5 Minimum Network Requirements. Customer shall provide at a minimum the network requirements, if any, asstated in the SOW and/or the final design documentation, as applicable.

3.6 In case any or all of the above conditions are not properly or timely complied with, or Philips or its representative has to interrupt the installation and installation validation testing for reasons not attributable to Philips, the period of completion shall be extended accordingly and any and all additional costs resulting therefrom shall be the Customer's responsibility. PHILIPS NEITHER ASSUMES LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE PREMISES OR THE UTILITIES AVAILABLE AT THE PREMISES IN WHICH THE PRODUCT IS TO BE INSTALLED, USED OR STORED.

3.7 Customer-Provided Equipment. Customer shall procure, maintain and upgrade all hardware and Client Devices. Hardware and Client Devices must meet the minimum requirements set forth in the final design and/or SOW. Notwithstanding the foregoing, no variance from the Client Devices specification is permitted. Minimum requirements for hardware and Client Devices may change during the Term. Upon Customer's request, Philips shall provide updated minimum requirements, if any. Customer is solely responsible for determining whether hardware and Client Device display are of diagnostic quality and for maintaining the displays in accordance with the manufacturer's specifications. Philips is not responsible for providing Client Devices.

4. Archive Requirement.

4.1 To the extent required by the final design, Customer is required to have storage and archival capabilities for any Digital Computational Pathology 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. To the extent required by the final design, 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 or not Philips provides the storage.

5. Software Installation on Hardware or Infrastructure.

5.1 Philips shall install the Licensed Software solely on the hardware delivered by Philips, per the terms of Philips' Quotation, or on the Customer's virtual infrastructure, provided that it meets Philips' specifications for virtual infrastructure. Customer shall not use the Licensed Software with any other hardware except as expressly stated herein or in an applicable SOW. If Philips releases a Software Update that requires a different Hardware environment and Customer elects to receive the Software Update, Customer shall provide the Hardware changes before Philips performs the Software Upgrade.

6. Storage Sizing.

6.1 To the extent not otherwise stated in the quotation, an applicable SOW, or the final design documentation, Customer and Philips will agree on data retention requirements, including, estimates of storage sizing and which party will source the storage solution(s). 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 the DCP solution. Customer is responsible to determine what storage archive device types and sizes are required to support its DCP solution, 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 device and archiving solution 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 DCP solution, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change. Once the final design is agreed upon between the parties, if it is determined that additional storage capacity is required beyond what is provided for in the Philips quotation, Customer shall be responsible for any additional cost associated with increasing the system's storage capacity to meet the requirements of the final design.

7. Unauthorized Patches and Anti-Virus Updates.

7.1 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. 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, at Customer's expense, 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.

8. Interfaces.

8.1 Philips' obligation to provide any Digital Computational Pathology interface is expressly conditioned upon Customer enabling its Information System to send and receive 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 refundin 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.

9. Frequent Data Backup/Disaster Recovery Responsibility.

9.1 Philips is not responsible for:

9.1.1 the development or execution of a business continuity/disaster recovery plan;
9.1.2 providing a means for backing up data and images; or
9.1.3 backing up the data and images processed by the system. Customer may request Philips' assistance in designing a disaster recovery plan, but Philips accepts no liability whatsoever for the resulting plan or the results of Customer's utilization of such plan. Customer is responsible for providing a storage solution or storage backup device and for performing frequent backups of any data, patient information or images residing on the repository database, on Philips' products, or an archive, at Customer's expense. Except to the extent that Customer purchases some or all of the storage solution from Philips, as provided for in Section 6 above, Philips does not provide the storage archive or Client Devices to be used with this Product. These are Customer provided and not included in this purchase.

10. Statement of Work ("SOW").

10.1 If applicable, Philips and Customer will create a mutually agreed upon Statement of Work (a "SOW") to include design processes and documents which the parties will sign prior to Philips' commencement of the applicable project. Unless expressly stated in a separate SOW for Integrations services, the acceptance criteria for Integration services shall be set forth in this SOW. The SOW is subject to any mutually agreed written adjustments to the project price, and the terms set forth in the Philips Standard Terms and Conditions of Sale,including this schedule, and the applicable quotation.

11. Applications Administration Requirement.

11.1 Customer, at all times, shall have a designated IMS Applications Administrator that has completed the applications training for the version of the product running at Customer's site. The applicable applications training is set forth in the quotation.

SCHEDULE 1-A
ANNEX I
DCP SOFTWARE LICENSE TERMS ("SOFTWARE LICENSE TERMS")
Rev 22

In addition to the Licensed Software terms in Philips Standard Terms and Conditions of Sale (which may also be referred to herein as the "Agreement"), the following terms and conditions, apply to Digital Computational Pathology products:

1. License Grant.

1.1 Software licenses are granted as provided for in the Philips Standard Terms and Conditions of Sale.

1.2 Customer acknowledges and agrees that the Product incorporates technology (software, programs, machine codes) owned or certified by Philips' third-party suppliers ("Embedded Software") and that this Embedded Software is either licensed to Customer directly by Philips' suppliers pursuant to third-party license agreements or is subject to certain usage limits that may apply in addition to or instead of those listed in this Agreement. Customer hereby agrees to be bound by the terms of such third-party license agreements and usage limits. Philips reserves the right to provide additional "notice files" accompanying the Licensed Software as supplied by its third-party suppliers. Such notice files are purely informative.

2. Modifications.

2.1 If Customer or any of its officers, employees or agents either (i) devise or acquire any improvements in the Licensed Software, or (ii) suggest or recommend to Philips any improvements, then such improvements and such information shall be disclosed in writing and a non-exclusive, world-wide, royalty-free license shall be offered to Philips in writing. In case Philips accepts such offer either in whole or in part by explicit written acceptance, Philips agrees to grant to Customer a non-exclusive, world-wide, royalty-free license to any further improvements Philips makes to any such improvement made by Customer.

3. Software Updates and Upgrades.

3.1 Philips may create and license versions of the licensed Software containing Software Updates and Upgrades from time to time. Philips will make such Updated and Upgraded versions of the Licensed Software available to Customer during the warranty period and during the term of a valid Philips Services Agreement for the related Product. Licensed Software versions containing Updates are identified by a change to the right of the decimal point in the Licensed Software release number and are offered to Customer at no additional charge. LicensedSoftware versions containing Upgrades are identified by a change to the left of the decimal point in the Licensed Software release number and are offered to Customer at the Philips prices for such Upgraded version and are subject to the terms and conditions of Philips' then applicable Software License terms and conditions.

3.2 Philips may make available maintenance of the Licensed Software updates and upgrades to Customer at Philips' published services rates and subject to the terms and conditions of Philips' then applicable software maintenance/customer support agreement.

4. Operating System Licensed Software Warranty.

4.1 Philips warrants to Customer that the Operating System Licensed Software (the "Licensed Software") will operate in substantial compliance with the Philips manual(s) delivered with the system for a period of twelve (12) months from the date of the system's availability for Customer's first clinical use.

4.2 This warranty is made on the condition that during the applicable warranty period: (i) Customer promptly notifies Philips of any nonconformity giving full details of such nonconformity, (ii) such nonconformity is a critical error in the then-current version of the Licensed Software, and (iii) Philips is able to reproduce the nonconformity. If the aforementioned criteria are met, then Philips shall, at its optionand expense, endeavor to correct the nonconformity, either by replacement, work around, or by modification of the Licensed Software. If, after the expenditure of reasonable efforts, Philips is unable to correct the non-compliance, Philips may refund a reasonable portion of the purchase price for the Licensed Software, in which event the refund will be in full satisfaction of all Customer's claims relating to the non-conformance. Philips does not guarantee the effectiveness of the correction efforts and does not represent or warrant that all errors can be corrected. Correction of the Licensed Software shall not extend the original warranty period as set out above at Section 4.1.

4.3 NOTHWITHSTANDING THE FOREGOING, PHILIPS DOES NOT GUARANTEE THAT THE LICENSED SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. PHILIPS DOES NOT GUARANTEE THAT IT WILL CORRECT ALL PROGRAMMING ERRORS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE WARRANTIES ARE EXCLUSIVE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

4.4 PHILIPS FURTHER GRANTS NO WARRANTY AS TO DEFECTS THAT APPEAR IN THE LICENSED SOFTWARE DUE TO ONE OR MORE OF THE REASONS SPECIFIED IN SECTION 12 OF THE AGREEMENT.

1.1.1 SCHEDULE 1-B

MR SUBSCRIPTION
Rev 22

Product Category	Products
Magnetic Resonance	MRI Software License Packages

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The following terms contained in this Schedule 1-B shall apply to Magnetic Resonance Software License Packages offered under the MR Subscription.

1. Definitions.

1.1. Covered System. The Philips MRI scanner on which the subscription licenses will reside. For existing/installed MRI units, the site number is set forth in the service agreement.
1.2. Covered Service Description. Included on the Quotation under NNAN399, describes the Subscription and the applicable fees.
1.3. Subscription. Philips grants to Subscriber a time-limited, nonexclusive, nontransferable right to use Subscription Service, as defined in the Quotation, solely for Subscriber's own internal business purposes, subject to these terms.
1.4. Software Version. Introduces major release with significant new features and functionality.
1.5. Software Update. Provides minor enhancements or improvements to performance, maintainability and serviceability.
1.6. Software Fix. Corrects Product Defect.

2. Subscription Term.

2.1 The Term of this Subscription is defined in the Quotation under NNAN399 ("Term") and shall continue unless earlier terminated in accordance with this Agreement.

2.1.1 For new MRI system installations, the Subscription will commence upon completion of installation and availability for first patient use.
2.1.2 For existing/installed MRI systems, the Subscription will commence on the first day of the next calendar month.

2.2 The Subscription is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement unless terminated in accordance with Section 6.

3. Scope of Subscription Service.

3.1. Software Applications. Philips will provide the customer access to all Philips MR software applications, made generally commercially available by Philips, for the MR model/ Covered System listed under the service agreement, that have been released as of the date of execution of the contract, for which no additional hardware is required.

3.1.1. Some software updates and upgrades may require hardware updates or upgrades. Unless included hereunder, Customer is responsible for any such hardware updates or upgrades.

3.2. Annual Updates. On an annual basis during the Subscription Term, Philips will update the Covered System with any new and additional applications, made commercially available by Philips for the Covered System model, as well as any new release of software.

3.3 MR Clinical Applications Training. If Customer subscribes to On Demand Clinical Support (ODCS), then, within a reasonable time after Philips installs updates to the application software, Philips will provide Customer with four days (28 hours) of virtual clinical application training. If Customer continues to subscribe to ODCS, then Customer will be entitled to four days (28 hours) of virtual clinical application training during each subsequent contract year.

3.4 MR Marketing Support. Philips will provide, annually, additional marketing support (for the new applications) in the form of written support that the customer can use to drive additional referrals. This can come in the form of either an MS Word or MS PowerPoint document.

4. **Fees and Payment.**

4.1. Refunds and Cancellation. Fees are: (i) nonrefundable; (ii) not decreased during the Subscription Term based on actual User or data storage usage; and (iii) not cancelable for the Subscription Term.
4.2. Subscription Fee.

4.2.1 An annual Subscription Fee is due from the Start Date, payable in advance, according to Customer's choice and the Service Description. Choose one:

☐ Quarterly Basis
☐ Monthly Basis
☐ Yearly Basis
☐ One-Time Advance Payment

4.2.2 Fees for Subscription Term renewals or Subscriptions added during a Subscription Term will be: (i) at Philips's current standard price, due beginning on the Start Date for the Subscription Term; and (ii) charged for the full

calendar month in which Subscriptions are added, and coterminous for the remainder of the Subscription Term.

5. Subscription Service Requirements.

5.1. Customer must purchase Tech Maximizer (Plus) prior to commencement of the MR Subscription as a condition to purchase MR Subscription solution offering.

5.2. Customer must purchase a Philips RightFit Service Agreement prior to commencement of the MR Subscription as a condition to purchase MR Subscription solution offering.

5.3. In order to receive virtual clinical education, Customer must purchase On Demand Clinical Support.

6. Termination.

6.1. Philips may suspend or terminate Subscription Service with 30 days written notice if Subscriber breaches its obligations including timely payment, or without notice if Philips has a good faith belief that: (i) Subscriber is using Subscription Service for illegal purposes; (ii) the integrity or security of Subscription Service is threatened; (iii) it is necessary to prevent fraud or harm to Philips or Subscriber; (iv) Subscriber has or will breach its confidentiality obligations, infringe Philips' Intellectual Property rights, or assign or transfer its rights or obligations without consent; or (v) it is required by law.

6.2. Upon termination (i) Subscriber's right to use Subscription Service ends, (ii) Subscriber will cease using Subscription Service and, at Philips's direction, return or destroy Philips Confidential Information and Documentation, and (iv) Subscriber will immediately pay Philips all Fees due including Fees for the balance of the Subscription Term if Subscription Service is terminated prior to the end of the current Subscription Term.

6.3. If Subscriber added this Subscription to a previously installed and operational MRI system, then at the time of termination, all licenses will revert to the version that was in place prior to commencement of the subscription.

6.4. This Agreement will terminate automatically upon termination or expiration of all Subscription Terms.

7. Installation.

7.1 Philips will install the product during normal working hours, 8:00 AM – 5:00 PM, in the time zone where the Customer is located.

8. **Post Go-Live Support.**

Subscription Service includes telephone and remote support according to the terms of this Schedule.

8.1. Philips' standard support generally includes: (1) commercially reasonable efforts to resolve problems which cause Application functionality not to perform substantially as described in the Documentation; (2) remote assistance and troubleshooting advice for trained Subscriber personnel to determine cause and address technical problems with Subscription Service; (3) information and status updates for known Application functionality technical issues; and (4) periodic "as available" updates or upgrades to Subscription Service. Support may address but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.

8.2. Philips will use commercially reasonable efforts to respond to support requests as soon as possible and may not respond in the same day a request is received. Subscription Service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Philips' reasonable control. Philips may schedule downtime at any time without notice if Philips reasonably determines that not acting immediately could be harmful to Philips or Subscriber.

8.3. Philips is not responsible or liable for support or Subscription Service interruption or problems due to: (1) Subscriber systems, information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Subscriber or its agents; (2) virus or hacker attacks; (3) circumstances beyond Philips 's reasonable control; (4) intentional shutdown for emergency intervention or security incidents; (5) Subscriber configuration changes; (6) Subscriber's failure to comply with Philips 's security and upgrade policies; (7) Internet or other connectivity (including connectivity strength) between Subscriber's network and Subscription Service or Philips' network, or any other network unavailability outside of the Philips network; or (8) training questions or Subscriber's use of Subscription Service; (9) acts or omissions of a party other than Philips.

9. Software Versions and Updates.

9.1. If a new software version or update is made generally available by Philips for the Covered System, and the requirements of the Agreement are satisfied, then Philips will upgrade the Covered System application software during the term of the Agreement as follows:

9.1.1. Philips will provide new software versions and updates of software for existing applications made generally commercially available within a reasonable period after their release.

9.1.2. Functionality. Customer is generally entitled to the same level of functionality as originally purchased or bundled with the originally purchased software, if available, in the newer version or updated software released on or after the start date of the Agreement and provided to Customer in accordance with this Section 9.1. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.

9.2. To receive a new software version:

9.2.1. Customer must be in compliance with all terms and conditions of this schedule and the Agreement, including access to the Covered System by Philips personnel and payment;

9.2.2. 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 Schedule; and

9.2.3. The Covered System that will receive the version or update must meet the specifications of the new software version. Customer shall purchase or provide the Covered System hardware or software necessary to meet such specifications.

9.3. Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, virus protection software, security patches, custom interface software, operating system software, or software updates of third party software (e.g. Citrix) or hardware required to use the update or upgrade, unless otherwise covered under a Tech Maximizer service offering purchased for the Covered System. Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.

9.4. Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Covered System under this Schedule are subject to the terms and conditions of this Schedule, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer.

10. Telephone And Remote Support.

10.1. Telephone Support. Telephone and Remote Support coverage is included with MR Subscription. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.

10.2. Remote Access & Diagnostics. Philips may remotely access the Covered System to perform Services. Customer shall provide Philips remote access to the Covered System. Philips shall not be responsible for delays arising from Customer's network or IT infrastructure that does not allow for remote dial into the Covered System or sufficient connectivity to perform Services.

10.3. On-Site Software Resolution Response. Philips' primary methods for providing software-related services are via telephone and Philips Remote Services ("PRS"). 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.

10.4. InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the system(s) covered under this Agreement.

11. Clinical Implementation Services.

11.1. If included in the quotation, Philips will provide on-site implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and the Customer. Scope, duration and delivery methodology of the clinical support of installation and clinical education will vary by new version, update or fix and will be defined by Philips at Philips' sole discretion.

11.2. Go-Live Support. Philips will provide clinical go-live support during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 a.m. – 7:00 p.m. Monday through Friday, relative to the new software version and will be virtual or on-site at Philips' discretion. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.

11.3. Clinical Education. Clinical education services will be scheduled between 7:00 a.m. – 7:00 p.m. Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours, at an additional cost.

11.3.1. Clinical Education class size is limited to ten (10) participants;
11.3.2. If applicable, Customer will provide a suitable location for on-site classroom education; and
11.3.3. Customer will provide full and free access and use of the Covered System for training.

11.4. Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight (8) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementation Services with Philips in accordance with this Schedule, then Philips shall not be obligated to perform such Clinical Implementation Services.

11.5. Travel Expenses. Unless otherwise stated in the quotation, Philips' travel expenses for all Clinical Implementation Services delivered at the Customer site are included in the price described in the Agreement.

11.6. Philips will provide the clinical education and product applications training ("Training") that Customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").

11.7. Clinical Education training and credits will expire upon termination or expiration of the Agreement.

11.8. 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.

11.9. 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.

11.10. 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.

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

11.12. 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.

12. Customer Responsibilities.

12.1. System Administrator. The Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator') and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Covered System operation and ensure that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

12.2. Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Covered System to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Schedule. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

12.3. Security. The Customer is solely responsible for providing adequate security to prevent unauthorized access to the Covered System, including protection of Philips' (and its third party vendors', as applicable) proprietary and confidential information.

12.4. Hardware Revision Levels. The Customer must maintain all associated Covered System hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, the Customer must maintain all associated hardware to the then-current specification for the software versions and updates.

12.5. Data Reconstruction. The Customer shall follow the recommended daily back-up processes as outlined in the Covered System Installation or Reference Guide. Additionally, the Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.

12.6. Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

12.7. Customer shall be solely responsible to perform daily data back-ups for the Covered System and for cybersecurity protection, including malware and anti-virus for the Covered System. This is not included in Philips MR subscription service. Customer shall install and configure anti-virus software pursuant to the Installation manual for the Covered System or risk defects in the Covered Systems function such as performance degradation and slow down. If the defects arise from failure to follow such installation manual, such defects are not covered by this agreement and Philips may require Customer to reconfigure the anti-virus to the recommended settings, at Customer's expense.

13. Service Limitations.

13.1. Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall the Customer-created data backup. If the Customer-created data backup cannot be used to re-install any data to the Covered System, the Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a Covered System failure is attributed to hardware not supported under the Agreement, the Customer shall restore the software, operating system, and database software, at Customer's own expense, before Philips begins any software restoration efforts.

13.2. Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement.

14. Exclusions.

14.1. In addition to the exclusions set forth in the Schedule, the following Exclusions apply to MR Subscription.

14.2. Any combining of the Covered System with a non-qualified device. A non-qualified device is:

14.2.1. Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Covered System, without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);

14.2.2. Any product supplied by Philips that has been modified by the Customer or any third party;

14.2.3. Any product maintained under this Agreement in which the Customer does not allow Philips to incorporate engineering improvements;
14.2.4. Any product that has reached its “End of Life”. “End of Life” means software and or hardware equipment that has surpassed the published end of support life date by the original equipment manufacturer.

14.3. Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Covered System.

14.4. If the Covered System covered by this Schedule is software only, then notwithstanding anything to the contrary in the Agreement or this Schedule, network, hardware and parts are not included in the Services.

14.5. Viruses arising from a Customer network, Customer client devices such as phones, tablets, laptops and desktops, and/or third party medical devices used by Customer.

14.6. Damage caused by fires (including watering systems), floods, and/or use of the Covered System in an environment not meeting the requirements recommended by Philips causing corrosion or other physical damage to the Covered System or other defects to the MR subscription software.