

SCHEDULE 13
RADIOLOGY OPERATION COMMAND CENTRE (ROCC) SCHEDULE
Rev 24

Product Category	Products/ Licensed Software (defined as below)
Enterprise Informatics (EI)	Radiology Operation Command Center (ROCC)

This product specific schedule is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 19 (Product Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule 13: Sections 2.4-2.5 (Quotation, Order and Payment), Section 3 (Philips Security Interest until Full Payment), Section 5 (Lease and Trade-In), Section 6.2 (Shipment and Delivery Date), Sections 7.1, 7.3 and 7.4 (Installation) and Section 8 (Product Damages and Returns). The following additional terms shall apply to sale of Licensed Software under this Schedule:

1. Definitions.

Notwithstanding anything contrary in the 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 Conditions of Sale:

- 1.1 "Acceptance" of Licensed Software shall occur upon the License Commencement Date. Customer shall promptly sign the Philips' Customer Acceptance Form, 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. If Customer does not sign the Philips' Customer Acceptance Form within five (5) days of the completion of testing and implementation, Customer shall then be deemed to have accepted the Licensed Software as of the end of the acceptance testing period. In any event, Customer shall be deemed to have accepted the Licensed Software upon use thereof.
- 1.2 "Quotation" shall mean the Philips quote affixed to this schedule signed by Customer for the Philips Licensed Software. 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.
- 1.3 "Statement of Work" shall mean the Philips statement of work signed by Customer and Philips at time Customer places its order to purchase EI Software and Services Solution, if applicable. A statement of work shall be required for Licensed Software and such document shall address in general terms all interfacing and professional services delivery project scope requirements, at minimum.
- 1.4 "Updates" means fixes or corrections for Software bugs to enable the Software to substantially perform in accordance with its Documentation which is typically designated by a change in the third number in the series (always can be found to the right of the decimal point). Software Update is made generally available to its customer that are under a service or maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotations or Agreement schedule. Updates do not include new products, modules or extensions for which Philips elects to charge separately.
- 1.5 "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, under this definition, are typically designated by a change in the first or second number in the series (which can always be found to the left of the decimal point). Software Upgrades are made generally available to its customer that are under a service maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotations or Agreement schedule. Customer will be charged for professional services fees and other fees as a result of a change associated with the Upgrades, as detailed in the Quotation. Notwithstanding the foregoing, Upgrades do not include new products, platform, modules or extensions for which Philips elects to charge separately; provided however, such Upgrades has a substantial change from the previous major version with respect to product feature(s) or underlying technology. 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.

2. Term and Termination.

- 2.1 The term of this Agreement shall be set forth in the quote(s) attached hereto and incorporated herein ("Service Term").
- 2.2 Termination. Customer may terminate this Agreement upon 60 days written notice to Philips specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such 60 days' notice period. Philips may terminate this Agreement, if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within thirty (30) days of a written notice; as described in Section 3.1 (Billing).
- 2.3 Termination Fees. The Service Term is non-cancellable for the full term set forth in the Quotation. Accordingly, 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 Licensed Software provided through the date of termination plus a "Termination Charge" equal to 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.

3. Billing based on Customer Delays, Offset & Pricing.

- 3.1 Billing. Customer shall pay Philips invoices per the payment terms set forth in the Quotation or within thirty (30) days of Philips' invoice date.
- 3.2 Offset. Payment obligations for the fee set forth on a Quotation for each Licensed Software are independent fee

obligations not subject to offset.

- 3.3 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.

4. Cancellation.

- 4.1 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 forth entire Term stated therein.

5. Statement of Work.

- 5.1 A Statement of Work, if required as defined in the product schedules, 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. Third Party Management.

- 6.1 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

7. Warranty.

- 7.1 Philips warrants to Customer that the Licensed Software provided in connection with the Service will operate in all material respects as described in the then-current Documentation for the Service Term. Philips further warrants to Customer that it will provide the Service in a professional manner consistent with industry standards.
- 7.2 PHILIPS DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR, EXCEPT IF EXPLICITLY STATED IN A SERVICES ATTACHMENT, 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 WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- 7.3 CUSTOMER'S EXCLUSIVE REMEDY AND PHILIPS' ENTIRE LIABILITY FOR A BREACH OF THESE WARRANTIES IS: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY OR (B) REPERFORMANCE OF THE DEFICIENT SERVICES.
- 7.4 These warranties are subject to the following conditions: the Software (a) is installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the Software was intended, (c) is maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Software; and Customer notifies Philips immediately in the event the Software at any time fails to satisfy the warranty. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Software without prior validation approval by Philips; use or operation of the Software other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Software; or viruses or similar software interference resulting from connection of the Software to a network. Philips does not provide a warranty or support services for any Third Party Products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty, if any, for the Third Party Products and Customer shall look solely to the Third Party Products vendor for support services for the Third Party Products.

SCHEDULE 13-A
TERMS AND CONDITIONS FOR CLINICAL AND TECHNICAL EDUCATION AND TRAINING
Rev 24

- 1. Training Coverage.** Philips will provide the clinical and technical education and product applications training ("Training") that Customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").
- 2. Exclusions.** 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.
- 3. Scheduling.** Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least two (2) weeks prior to scheduled delivery.
- 4. Attendance.** Philips will train the number of Customer employees ("Trainee(s)") for the course specified in the Quotation, when space is available. 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.
- 5. Course Location.** Training may be conducted at Philips' training facilities, Customer location(s) described in this Agreement ("Site(s)"), through on-line or remote training, or at a third-party location determined by Philips.
- 6. Payment Options**
 - 6.1. Education Credit.** If Customer purchased education credit, the initial account balance is specified in the Quotation. As Customer requests training services, the account balance will be reduced by the days for the requested course per attendee. If the account balance is exhausted, Customer may add funds/days to the balance account, or request and pays training service at Philips' then current published list price for the training. Customer is only entitled to use the days which Customer has accumulated overtime. The education credit expires in the end of the calendar year or as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any remaining account balance is carried forward or eligible for refund.
 - 6.2. Direct Course Purchase.** Customer may purchase individual courses at Philips' then current published prices.
- 7. Travel.** Philips' travel expenses for all Training delivered at Customer Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are Customer's responsibility.
- 8. WARRANTY DISCLAIMER.** 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.

SCHEDULE 13-B
ADDITIONAL RADIOLOGY OPERATIONS COMMAND CENTRE (ROCC) TERMS AND CONDITIONS
Rev 24

1. **Definitions.**
 - 1.1 "Customer Device" means a Customer owned and managed computer, virtual machine, workstation, terminal, or other electronic device used to access the Hardware or Software. Customer is responsible for all elements of usage and maintenance of Customer Device(s), including but not limited to security, anti-virus, User Authentication, patching, updates, upgrades, and networking. Upon request Philips can provide compatibility documentation and specifications of Customer Device integration with the ROCC Services.
 - 1.2 "Command Center" refers to the Command Center Site location which connects the Command Center displays to the ROCC Enabled Devices as well as the elements of the ROCC Services which are located at the Command Center.
 - 1.3 "Command Center Seat" refers to the entitlement issued to Customer for each Command Center Seat and the Hardware associated with such Seat Subscription. The Quotation will specify the number of Command Center Seat subscription issued to Customer.
 - 1.4 "Customer Site" means a physical address where Philips deploys Hardware and Software to support the Services.
 - 1.5 "End User" means an issued, individual user credential to any element of the ROCC Services. Customer is responsible for ensuring End User's compliance with the terms of the Agreement and the End User License Agreement (EULA) and is liable for an End User's breach thereof.
 - 1.6 "First Use" means the date that Customer utilizes the Service to connect any ROCC Enabled Device imaging system to the Command Center for any commercial activity. Customer shall acknowledge and sign Company's final acceptance document (Customer User Acceptance Form) within five (5) business days of First Use. Such signature shall not be unreasonably withheld. Use of the Service more than fifteen (15) business days following First Use shall be deemed final acceptance.
 - 1.7 "Hardware" means the Hardware defined in Section 2.2.1.
 - 1.8 "Quotation" means the document specifying the specific ROCC Services ordered by Customer and setting forth the Subscription limitations and fees for the ROCC Services. The Quotation is incorporated into this Exhibit by this reference, in the event of a conflict between the terms of the Quotation or this Exhibit the Quotation shall control.
 - 1.9 "ROCC Enabled Device(s)" means a Customer imaging acquisition system, which is compatible with the ROCC Services, and has been connected to the Command Center via the ROCC Services. Customer may inquire at the time of addition if an imaging system is compatible, if such system has not been previously verified to be compatible Philips will attempt to connect the imaging device, and if it is found to not function with the ROCC Services, the Record of First Customer Use will not be executed and Customer shall incur no charge for such system. Philips makes no representation that any imaging system will be compatible with the ROCC Services. Philips does not provide any additional services whatsoever to the ROCC Enabled Devices via this Exhibit. Any maintenance or other Services for ROCC Enabled Devices are procured through separate Agreement. Philips makes no representation whatsoever regarding the effect of Customers use of the ROCC Services on any contractual arrangement Customer may have with third party Original Equipment Manufacturer (OEM) or biomed maintenance service provider.
 - 1.10 "ROCC Client Device" means a Philips provided desktop with touchscreen for Technologists to access the ROCC application at their point of care locations and this provides connectivity to ROCC Enabled Devices.
 - 1.11 "Camera" means the ROCC Client Device connected to up to two cameras for scanner view and IV injector dashboard view. These cameras are optional components which Customer can either purchase from Philips or off-the-shelf based on the recommendation(s) and in accordance with the ROCC IT specifications.
2. **Service.**

Commencing on the Effective Date and subject to the limitations below, Philips will provide the ROCC Services listed on the applicable Quotation(s). The ROCC Service is a secure vendor-agnostic collaboration platform that enables virtual imaging scanner access. The ROCC Service connects remote expert Radiology users (lead technologists, radiologists, physicians, imaging supervisors), hereafter referred to as Expert User, with a Technologist User that is operating a ROCC Enabled Device. This solution offers virtual real-time operational support/guidance for the technologist at the scanner console using a combination of both hardware connected to the ROCC Enabled Devices as well as software components that reside both on premise in Customer's environment and on the cloud infrastructure.
- 2.1 **ROCC Services include the following features:**
 - 2.1.1 Collaboration platform that offers real-time audio video communication between users that also enables the Expert User to guide and provide real-time "over the shoulder support" to the Technologist User working at the scanner console.
 - 2.1.2 Virtual scanner access which extends the technologist's modality console to the remote Expert User thereby enabling the Expert User to view and edit the scanner console with customer defined role-based user access controls.
 - 2.1.3 Multi-vendor support which enables Customers with compatible Philips and non-Philips imaging acquisition devices alike (MR and CT scanners, and mobile MR and CT) to benefit from the same solution.
 - 2.1.4 Telepresence tool that eliminates barriers to collaboration and communication between Expert Users and Technologist Users via its in-facility Command Center Seat(s) and mobile device configurations (through the ROCC web-based viewer using internet connection).
 - 2.1.5 Access to audit trails of user actions on the ROCC's virtual collaboration platform provided upon request.
 - 2.1.6 A required, but user-friendly, authorization process on the ROCC platform to enable the Technologist User to grant and end remote edit access to his/her scanner console for each edit session.
 - 2.1.7 Access to remote scanner console monitors at the Command Center Seat that matches the aspect ratio and resolution of the monitors in the scanner console room.
 - 2.1.8 Secure user access control with role-based permissions, as designated by Customer, for specific functions that focuses on user specific workflows.
 - 2.1.9 The ROCC web application and other customer informatics applications can be run on the same Command Center workstation (Customer Device). This allows for other applications such as the RIS, protocol handbook, and scheduling application (if separate from the RIS) to be run in parallel.

- 2.1.10 A Philips-provided ROCC Client Device at each Technologist User imaging scanner console desk that is connected to the ROCC Software. The ROCC Client Device and a speaker is the Technologist User's interface into the ROCC platform for communications and collaboration.
- 2.1.11 ROCC helps to virtually access the scanner and enables customer users to remotely review and modify acquisition protocols.

2.2 ROCC Components.

- 2.2.1 **Hardware.** Philips will provide Customer with Hardware (not including ROCC Enabled Device or Customer Devices) during the Service Term as Service equipment. Philips maintains all rights, title and interest in and to the Hardware. Customer agrees to keep the Hardware free and clear from all claims, liens, and encumbrances and will not assign, sublet, or grant a security interest in the Hardware. Customer, shall, at Customer's expense, maintain insurance against all risks of damage to and loss of the Hardware other than that caused by Philips or Philips' agents. If Hardware is damaged or destroyed (excluding normal wear) Philips shall charge Customer, the then current list price for the Hardware. Philips shall upgrade or replace the Hardware as necessary during the Service Term to ensure the Service is functioning according to specifications or if required to support an Update of the Software. Customer may not modify, relocate, or install third-party software on the Hardware without Philips' prior written consent. Philips will attempt to reasonably accommodate any Customer requests to relocate Hardware. Hardware relocation services will be provided at Philips' then-current time and materials rates plus travel and expenses.
- ROCC Software.** The ROCC is a Software platform composed of four modules which are determined by the role of the End User. ROCC Software is hosted on a 3rd party cloud platform managed by Philips. The modules are as follows:
 - 2.2.2 **Technologist Module.** The Technologist Module is a web-based software application that runs on a ROCC client device in a browser. This provides audio-video communication and gives the Technologist User the ability to grant/revoke edit remote access to the ROCC Enabled Devices from the remote Expert User.
 - 2.2.3 **Expert User Module.** The Expert User Module is a web-based software application that runs on a Chrome browser on Customer Device workstation at the Command Center that is used by the Expert User. This provides audio-video communication, and also controls the duplication of the screens at the Command Center location and keyboard and mouse controls at the ROCC Enabled Devices. Expert Users may view remote imaging scanner consoles either with a notification to the Technologist User or via Incognito Mode to support supervisory functions without a view notification to users. As a sub-category, a Protocol Manager role is supported which grants specially customer-designated users the ability to edit protocols remotely without a Technologist User's approval.
 - 2.2.4 **Administrative Module.** An admin page that has the ability to add/delete/edit users and their access settings and profiles.
 - 2.2.5 **ROCC web-based viewer.** The ROCC web-based viewer is a web application that runs in Expert User Module which allows End Users to connect to the ROCC Services via internet from Customer-owned End User Devices located outside of Customer locations such as laptops Customer must comply with Terms and Conditions of the Expert User Module.
 - 2.2.6 **Serviceability.** Serviceability is a suite of software tools hosted in a Philips managed Microsoft Azure Cloud Active Directory domain environment and Philips HealthSuite Digital Platform (HSDP) that manages the device deployment, compliance, proactive monitoring and remote support of the Hardware and Software components which comprise the ROCC Services. Functions include software patching, and security of the Philips managed components of the ROCC Services. Serviceability also provides analytics on Customer usage patterns and collects log files. Customer does not have access to Serviceability.

3. Implementation and Acceptance.

- 3.1 **Implementation Plan.** Within 10 business days of execution of the SOW Customer shall fill out and return to Philips the Customer on-boarding sheet that contains information about the ROCC Enabled Devices, staff to be connected to the ROCC/roles/desired access levels, and physical location of Customer Sites.
- 3.2 **Customer Implementation Tasks.** As set forth in the Statement of Work (SOW), but not more than ninety (90) days following execution of the SOW, Customer shall complete the following implementation tasks:
 - 3.2.1 Provide workstation with necessary hardware and software specs for each command center seat.
 - 3.2.2 Provide physical power outlets, allow permission for doing pre-deployment walk-throughs, and in some cases help with pre-deployment walk-throughs through remote support from Philips.
 - 3.2.3 Provide secure internet access over LAN for ROCC Command Center and ROCC Clients Devices.
 - 3.2.4 Create firewall Access control lists/rules for solution defined static IP addresses and network ports specified in the IT specifications technical document
 - 3.2.5 The parties will then meet at Customer location (or virtually meet) to create a detailed plan laying out timelines for physical installation of the ROCC Services. At such meeting Customer will provide physical access to Philips for the proposed Command Center location and the location of each ROCC Enabled Device. Customer will ensure attendance of all required Customer personnel including the designated Customer System Administrator and Customer biomed staff.
 - 3.2.6 Provide physical access to the quoted and planned ROCC Enabled Device(s), and permission for Philips to connect workstation display (GPU output - DVI, DP, HDMI, VGA) splitter devices and USB HID connection (USB keyboard/mouse) to imaging consoles. Connection of these devices will not modify the operations of the ROCC Enabled Device in any way. Philips will not modify any software configuration on any OEM imaging scanner console.
 - 3.2.7 Provide imaging consoles computers that allow for more than one mouse connection to be simultaneously connected and identified. Otherwise ROCC edit control feature will not work. Philips is not responsible for changing any software configuration on the ROCC Enabled Device. Any required changes will be the responsibility of the Customer.
- 3.3 **Training Entitlement.** When a Quotation includes a training entitlement to the application, all training included in the Quotation is made available during the Implementation process and must be requested and used by Customer no later than

twelve (12) calendar months of the execution of the commencement of the Annual Subscription Fee. Thereafter, Philips shall have no further obligation to deliver such training. This training has no cash value and is not substitutable for other products or services.

4. **Software Upgrades, Updates and Fixes.**

If a software or firmware update or fix (i) is available for any Software element of the Services (ii) is included in the Agreement, and (iii) the requirements of the Agreement are satisfied, then Philips will update the applicable Software during the Service Term, at Philips sole discretion, at mutually agreeable time, as follows:

- 4.1 **Software Updates.** Philips will provide software updates consisting of revisions to software for existing applications. Third party software including, but not limited to operating system licenses, database software licenses, Customer access licenses, anti-virus for Customer Devices, is not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. Philips shall have no responsibility to provide software upgrades, updates or fixes for minor software defects.
- 4.2 **Upgrades.** Customer may purchase new, separately licensed functionality, applications, custom interface software, operating system software or options for the Service separately after the start date of the Agreement. This may include implementation costs for professional services to enable Customer to utilize capability included in a future update made generally available to Customers purchasing the Service. Customer acknowledges that certain functionality in current and previous software versions may not be available in upgrades.
- 4.3 **Update/Upgrade Requirements.** To receive an update or upgrade:
 - 4.3.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of Serviceability and access to the Hardware and Software by Philips personnel;
 - 4.3.2 Customer must identify one Customer representative, in writing to Philips, who will manage and be responsible for Customer's selection and scheduling of updates and upgrades installation under this Exhibit;
 - 4.3.3 Any customer supplied Hardware or Software of the Service must meet the specifications of the update or upgrade. Customer shall provide such hardware and/or software necessary to meet such specifications.
- 4.4 **Transfer.** Customer may not resell, transfer, or assign the right to such upgrades, updates, or fixes to any third party. All upgrades, updates, and fixes provided to the System under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions later provided to Customer.
- 4.5 **Installation.** Update or upgrade installation and support of the installation shall take place during standard onsite response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then current labor and material rates.

5. **Support.**

Commencing on the effective date and subject to the limitations below, Philips will provide support for Services listed on the Quotation(s) as follows:

- 5.1 **Telephone and Remote support.** Telephone and remote support coverage for the ROCC Services is included with all Quotations issued under this exhibit. ROCC Applications telephone and remote Support coverage is available Monday through Friday between 8:00 AM and 8:00 PM eastern time, excluding Philips observed holidays.
- 5.2 **Remote Access & Diagnostics.** Philips may remotely access the ROCC at Customer site to perform Services. Customer shall provide Philips remote access to the ROCC and use the Philips directed method and devices to access support.
- 5.3 **On-Site Labor and Travel.** Philips primary method for software services is telephone and Philips Remote Services. Philips may provide on-site software support services to resolve hardware and software issues that cannot be resolved through Philips' primary resolution method. On-site services which require a Field Service Engineer is 2 business days (depending on travel), Monday through Friday, excluding Philips recognized holidays, 8:00 AM to 5:00 PM local time, and provides for labor and travel necessary for the delivery of corrective Services. Philips will provide the labor and travel necessary for the delivery of corrective maintenance Services during on-site Service coverage hours.
- 5.4 **Intermediate Resolutions.** Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.
- 5.5 **Planned Maintenance.** If planned maintenance Service is included in the Quotation, Philips will provide Customer a planned maintenance schedule. Philips will provide such planned maintenance during the service coverage hours at a mutually agreed upon time. Customer will make the Hardware and Software available in accordance with this Exhibit. Philips will provide planned maintenance on the Philips-provided hardware and software at scheduled intervals.
- 5.6 **Other Products and Services.** All Services and support issued under this Exhibit and the Quotation are for ROCC Services only.
 - 5.6.1 Any other bio-med, clinical, or other service or support provided by Philips is explicitly excluded from this Schedule.
 - 5.6.2 If Camera is purchased by Customer and connected to ROCC Client Device, it will not be serviced by Philips unless Customer purchases service and support from Philips. Upon Customer Request, Philips may provide service and support on a time-and-materials basis. Philips' then-current time-and-materials rates will be charged, as applicable.
- 5.7 **Subcontractors.** Notwithstanding any other prohibition in the Agreement Customer acknowledges and agrees that the ROCC Services utilizes subcontractors and cannot be provided without this permission.
- 5.8 Upon contract termination, the decommissioning process shall follow the following steps: (a) site assessment, (b) ROCC Hardware decommissioning, (c) Customer decommissioning in the cloud, (d) sign-off from Customer confirming decommissioning.
 - 5.8.1 All HW decommissioning work must be confirmed and scheduled with Philips prior to this process commencing.

6. **Education and Training.**

- 6.1. **Additional Education and Training.** Philips will provide additional applications training ("Training") at request of Customer at then current prices. Training does not include (a) maintenance or diagnostic related technical training or (b) applications training on hardware or software not installed or provided by Philips. Instructions for Use as printed material will be provided upon installation of the application.

- 6.2. **Scheduling.** Initial application End User Training must be scheduled at least eight (8) weeks in advance. Changes to scheduled Training must be received in writing by Philips at least two (2) weeks prior to scheduled delivery. Requests for additional training can be accommodated by a notification to the CDM (Customer Delivery Manager)
 - 6.3. **Attendance.** Philips will train the number of Customer employees ("Trainee(s)") for the course specified in the Quotation, when space is available. 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.
 - 6.4. **Course Location.** Training may be conducted at Philips' training facilities, 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.
 - 6.5. **Travel.** Philips' travel expenses for all Training delivered at Customer Site are included in the price described in the quote for additional clinical training. Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are Customer's responsibility.
 - 6.6. **Warranty Disclaimer.** 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 ANY COMPONENT OF THE SERVICE.
7. **Customer Responsibilities.**
- 7.1. **System Administrator.** Customer shall designate an individual(s) to serve as its 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. System Administrator shall also be responsible for facilitating communication to Customer's biomedical service engineering.
 - 7.2. **Site Access and Remote access.** Customer must provide physical and remote access to all elements of the ROCC Services. Including access to the ROCC Enabled Device(s) and console host computer. As well as necessary remote access, required information, and support for the ROCC Services to connect to Serviceability. Serviceability is the basis for Services delivered under this Exhibit including remote troubleshooting, software upgrades, patching, mobile device monitoring. Customer waives all rights to Services and Service deliverables under this agreement unless Serviceability connectivity is enabled and maintained. This includes but is not limited to Customer providing: (i) secure internet access over LAN for Customer Device, ROCC Client Device (ii) Enable access to the firewall for certain static IP addresses specified in the technical document; (iii) Customer provided route for internet connectivity via Microsoft Azure Cloud
 - 7.3. **Security.** Customer is solely responsible for providing adequate security to prevent unauthorized access to Customer managed components of the ROCC Services, including the Command Center Hardware and Customer networks. These Customer managed components include software and, therefore, may be subject to cyber-attack. Customer shall provide a secure environment for ROCC Services to be running uninterrupted. After installing the software, Customer shall have the burden of proof if it claims that Philips introduced a virus discovered in the Customer managed components. Customer will pay an additional amount based on Philips' then-current time and materials rates for such work in respect of services rendered in connection with a cyber incident that was not introduced by Philips. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any security related incidents in the software licensed to Customer under this Agreement. Customer is also solely responsible for providing adequate security to prevent unauthorized physical access to components of the ROCC services including the ROCC Client Device as well as removal of Customer's End Users (for e.g., ex-employees) who no longer need access to the ROCC Services.
 - 7.4. **Software/Hardware version levels.** Customer must maintain Customer Devices and ROCC Enabled devices at a currently supported version, build, software configuration, hardware, firmware, and middleware to receive Services under this Exhibit. Any upgrades or changes to ROCC Enabled devices which may impact ROCC Services functionality should be reported to ROCC Support promptly in order for an ECB – Engineering Change Board to review the proposed upgrades. To receive software updates and upgrades, Customer must maintain all associated hardware to the then-current specification for the software updates or upgrades.
 - 7.5. **Network Access.** Customer is responsible for local area networks (LANs), wide area networks (WANs), network interface cards and cross-connect access. Customer shall provide Philips with 24x7 direct internet-based access to the ROCC Client Devices via the specific ports and protocols listed in the technical specification document. This remote network access to Customer Devices, ROCC Client Devices to enable Philips to monitor, maintain, upgrade and support the ROCC solution. Customer shall allow the ROCC services to send alert messages to Philips for proactive monitoring. Customer will work with Philips to establish the remote access and enable the required access to support the ROCC services. Customer shall also provide internet access to Philips employees onsite.
 - 7.6. **Minimum Network Requirements.** Customer shall provide at a minimum of 15mbps of available bandwidth per each connected ROCC Enabled device and 25mbps of available bandwidth per each physical command center seat. Available bandwidth refers to bandwidth available for ROCC to communicate between the ROCC Enabled Device and Command Center seat. Philips does not guarantee network performance on the ROCC web-based viewer. DSL, cable modem, satellite and other non-commercial-grade technologies should not be used due to service requirement for high-latency. Issues including delays between Command Center seat and ROCC Enabled Device, and application responsiveness issues (pauses, halting) may be experienced when the ROCC is used on a network that does not meet the Minimum Network Requirements. Customer shall notify Philips of any planned VPN connection, network outages or configuration changes that impact Philips remote monitoring or servicing the Hardware. Philips shall not be liable for remote support availability issues or other service delays caused by Customer's failure to permit remote access. Philips is not responsible for troubleshooting or correcting any network related problems not caused by Hardware supplied by Philips.
 - 7.7. **Internet Requirements.** Customer must provide an internet and intranet connections with sufficient bandwidth for ROCC Client devices to access the cloud services that ROCC uses.
 - 7.8. **User Authentication.** Customer agrees to use Philips HealthSuite Digital Platforms logins (created as part of the onboarding activities) for users to access ROCC Services when there is no cloud based Identity provider (IDP) such as AzureAD, Okta, and GoogleIDP available with Customer and Customer also agrees to enable their cloud-based IDP (if available) to authenticate (Single-Sign-On) Customer End User(s) or user(s) from ROCC applications.
 - 7.9. **User Account Management.** Customer is responsible for creating, maintaining, and managing its End User(s) or user(s) accounts for Customer's End User(s) employee(s) or user(s) within a given service or system, including but not limited to tasks such as creating new accounts, resetting passwords, assigning access levels, and deactivating or revoking access to the system.

- 7.10. **Liabilities for Misuse.** If End User(s) or user(s) within Customer's organization misuse the service or system or engage in unauthorized activities then Customer is responsible and may be held liable for any resulting consequences.
 - 7.11. **Hardware Operating Environment.** Customer shall provide, without charge, an adequate operating environment for the Hardware during the Term that meets generally accepted industry standards for the operation of computer equipment, including without limitation power and air conditioning. In the event that multiple server racks are required to support the Software Services Customer shall provide, without charge, contiguous rack space at Customer's site.
 - 7.12. **Customer Devices.** Customer shall procure, maintain and upgrade all Customer Devices. Customer Devices must meet the minimum requirements set forth in the then current Documentation. Minimum requirements for Customer Devices may change during the Term. Customer is solely responsible for determining whether Customer Device displays are of diagnostic quality and for maintaining the displays in accordance with the manufacturer's specifications.
 - 7.13. **Intermediate Resolutions.** Customer shall implement Philips recommended intermediate resolutions or workarounds as requested while Philips seeks a long-term resolution.
 - 7.14. **Required Documentation.** Customer shall provide Philips with the service manuals for any non-Philips hardware or software that is required for performance of the ROCC Services.
8. **Service Limitations.**
- 8.1. **Software Restoration.** If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating environment to the current revision level that existed prior to the malfunction or failure. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
 - 8.2. **Ancillary Assistance.** Requests for assistance with hardware, operating systems, communications/networking equipment, third party software which are provided specifically as part of the ROCC Services articulated in this Exhibit are outside the scope of this Agreement. However, if Customer's request, then Philips may provide assistance on a time and materials basis, at Philips then-current time and materials rates, as available.
 - 8.3. **Intended Use.** ROCC is not intended for primary patient diagnosis. ROCC is classified as a non-medical device and per usage instructions Philips recommends the presence of licensed and/or registered MR/CT technologists at patient side as per applicable national and/or local regulatory requirements. Philips does not make any recommendations with respect to direct patient care practices with the use of this solution as that is at Customer's sole discretion. Disinfection of the Philips-provided Technologist User tablet (ROCC Client) should comply with applicable manufacturer and CDC recommendations.
 - 8.4. **Combination/Modification.** Any combining of the Services components with a non-qualified device is prohibited. A non-qualified device is: Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to ROCC component without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s); Any product supplied by Philips that has been modified by Customer or any third party;
 - 8.5. **Third-party.** Customer is responsible for any and all third-party bio-medical or other service provider who may interact with ROCC Enabled Devices, including ensuring that the ROCC Enabled Device is not disturbed during any break fix or routine maintenance. Disruption caused by any third Party and resulting service is not included in the ROCC Service and may incur additional fees. Philips makes no representation regarding the impact of ROCC utilization on any third-party contractual commitment of Customer, Customer represents that it has obtained all necessary permissions to enter into this Agreement and connect the associated hardware and software. Customer is free to supply console video splitters devices manufactured by approved OEM suppliers in place of Philips provided items, Customer is responsible for obtaining any permission required by OEM for warranty or contractual purposes.
9. **Data.**
- 9.1. **Customer Patient PHI.** While Philips may have incidental access to Customer patient Protected Health Information ("PHI") and Personally Identifiable Information ("PII") while providing the ROCC Services, subject to the Business Associate Agreement, Philips shall only access and use such information for the benefit of Customer in providing ROCC Services for the duration of the Agreement.
 - 9.2. **Access to Necessary Information.** Philips shall have the right to access any other customer information necessary to successfully deliver the ROCC Services. Inability to access such critical information for these Services would relieve Philips from an obligation to provide such Services hereunder.
 - 9.3. **Data Usage.** In addition to using Customer data to provide the ROCC Services to Customer, Philips shall have the right to collect the following information and use the following in perpetuity: (i) log data generated by the ROCC Services (ii) usage information (iii) ROCC Enabled Device console information and AI generated log files associated therewith, for the purposes of (i) enhancing the Services and general product research and development (ii) Software trend analysis (iii) technical maintenance of the Software and Service delivery. Log data does not include: (i) patient PHI (ii) any images of patients (iii) the image stream of ROCC Enabled Devices.
 - 9.4. **Data Movement:** Data transfer between the ROCC client device and a command center can occur through peer-to-peer communication or by utilizing a cloud-hosted media server. The entire process is secured through end-to-end encryption, ensuring both security and real-time data exchange, without storing data on the cloud-based media server.
10. **Billing.**
- 10.1 **Implementation Fee.** Implementation fee shall be billed upon installation.
 - 10.2 **Subscription Service Fee.** Philips shall have the right to commence Subscription Service billing on the earlier of (i) First Use, as demonstrated by Customer signature on the Customer Acceptance Form. Annual Subscription Fees will be billed in advance in four (4) quarterly periods.
 - 10.3 **Additional Fees.** All Fees are solely for use of the Services associated with the number of connected ROCC Enabled Devices and corresponding allowance for End Users, command centers, and ROCC web-based client subscription included in the Quotation. Any Services not originally purchased through means including but not limited to merger, acquisition, new service offering or new business agreement, or otherwise ("Add On Services") not listed in the Quotation are subject to payment of additional fees. Customer shall notify Philips immediately and will request and execute an additional Quotation. Should Customer need Add On Services Customer shall sign a new Quotation.

- 10.4 **Off Hours Support Fee.** Any request made to Philips Service for support during off-business hours shall be at Philips' discretion, and if Philips agrees to provide support, shall be billed to Customer at Philips' then-current time-and-materials rates.
11. **Conclusion of Services.**
- 11.1. **Return Condition.** Customer will ensure that all Hardware is clean and sanitized and that all potentially infected materials and biological fluids are removed prior to its de-installation and removal.
- 11.2. **Data Removal.** Notwithstanding anything to the contrary in any underlying agreement (such as BAA) between the parties, Customer represents and warrants that Customer has removed or de-identified all Customer data including Protected Health Information ("PHI") from the Hardware as of the date the equipment is removed and will otherwise comply with all applicable privacy laws. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Hardware.
- 11.3. **Data Return.** No PHI or clinical data is stored by Philips in providing the ROCC Services, nor is such data storage an intended usage of the Services. The nature of ROCC Services are such that Customer retention of Data generated by use of ROCC Services after the conclusions is not anticipated. As such Philips will not provide Customer Audit Log data back to Customer at the conclusion of Services, unless Customer explicitly places a request to get the data.
- 11.4. **Failure to Return.** If Philips does not receive possession of the Hardware within 30 days of contract term end, Philips will, at its option, either charge Customer the amount of the replacement cost of the Hardware/or charge Customer a rental fee of 10% of the Hardware replacement cost per month or partial month until the Hardware is returned.

SCHEDULE 13-C
CUSTOMER ACCEPTANCE FORM
Rev 24

Philips Electronics Ltd., doing business as "Philips Canada"
RWS – Radiology Workflow Suite
CUSTOMER ACCEPTANCE FORM

Customer Name	
Customer Street Address	
Customer City, Province, Postal Code	

Site / Department Name(s)	Existing or Net New	Site ID(s) if applicable

List all sites if there is more than one site.

- 1) Please check the relevant box for each RWS solution component purchased.
- 2) Please provide the Contract No. _____

Radiology Operations Command Center (ROCC)	
Patient Navigation Manager (PNM)	
Oncology Informatics and Genomics (OIG)	
EOI PerformanceBridge (PB)	

- 3) Please sign for your organization. By signing below, Customer representative certifies that the system and equipment delivered per the Contract.
 - I. Has been received by Customer
 - II. Has been activated for Customer use

System Acceptance Date: _____

Philips Representative: _____

Customer Representative: _____