

SCHEDULE 16
AI MANAGER
Rev 24

Product Category	Products
Enterprise Informatics (EI)	AI Manager

Application of the Conditions of Sale.

This AI Manager product-specific schedule is an integral part of and is hereby incorporated into and subject to the Conditions of Sale. Without limiting the applicability of Section 19 (Product Specific Terms) of the Conditions of Sale, the following sections of the Conditions of Sale do not apply to this Schedule 16: 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 (Shipment and Delivery Date), Sections 7.1, 7.3 and 7.4 (Installation), and Section 8 (Product Damages and Returns). The terms and conditions of this Schedule will prevail in the event that any terms set forth in this Schedule conflict with terms expressly set forth in the Agreement.

1. Definitions.

1.1 **Customer Acceptance** shall occur upon Subscription Service being made available to Customer. Customer shall promptly sign Philips' Customer Acceptance Form. Subscription Service Fees commence as of the date Subscription Service is made available to Customer. If Customer does not sign the Philips' Customer Acceptance Form within five (5) days of the Subscription Service being made available to Customer, Customer shall then be deemed to have accepted the Subscription Services. In all cases, acceptance shall not delay the obligation to pay the Installation fee and Subscription Service Fees per Section 4 of this Schedule. For clarity, Subscription Service Fees shall commence no later than 5 days after the Subscription Service is made available to Customer.

1.2 **Customer Content** means Customer's (or its patients') data, in digital or other form, collected, used, processed, stored, or generated through or as the result of the use of the Services, including Personal Data and Customer Data (both as defined in the Agreement).

1.3 **Deliverables** means materials, work products, and documentation provided and/or delivered as part of the Professional Services for non- standard work Customer seeks Philips to perform.

1.4 **Deployment** means software, updates or releases being made available by Philips to Customer.

1.5 **Documentation** means the technical and functional specifications of the Subscription Service and user guides, manuals and other instructional materials provided by Philips relating to the operation and functions of the Subscription Service as applicable, as may be updated from time to time by Philips, all in respect to images in the DICOM format.

1.6 **Installation** means the initial process of adding AI Manager and enablement components to Customer's system.

1.7 **Maintenance** means the tracing or repairing of material defects of the Subscription Service to direct Users to the Philips Strategic Partner site, through repairs, Upgrades or Updates made available from time to time, as may be further described in this Schedule. Maintenance does not include issues arising from hardware, Customer's IT network or defects in Third-Party Applications that Customer accesses via the Subscription Service made available by the Philips Strategic Partner for purchase by Customer.

1.8 **Order Effective Date** means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

1.9 **Subscription Term** means the period of time specified on the Quotation, after Customer Acceptance, during which Customer may have a license to access the Subscription Service(s) and, if any, Professional Services, each as described on the Quotation. Each renewal of a Subscription Term shall be referred to as a renewal term ("**Renewal Term**").

1.10 **Philips Strategic Partner(s)** means a third-party independent strategic partner of Philips, that provides Subscription Service access, Deployment, and support for and access to the third-party AI applications ("Third-Party Applications", as further defined below) used in connection with the Subscription Services. Philips Strategic Partners are not agents or mandataries of Philips.

1.11 **Professional Services** means the services ordered by Customer and provided by Philips and/or its affiliate(s) pursuant to this Schedule, including but not limited to Installation, Deployment, integration, implementation, and training, excluding the provision of any Technical Support Services or Maintenance with respect to the Subscription Service.

1.12 **Quotation** means the quotation offered by Philips and accepted by Customer that describes, among other things, the services, term, fees and one time deployment fees.

1.13 **Services** means, collectively, the Subscription Service and any Professional Services.

1.14 **Statement of Work or (SOW)** means the statement of work detailing agreed matters relating to the Subscription Service such as but not limited to specifications, implementation methodology, project plans, or other technical instructions, as agreed to by the parties in writing prior to Philips' commencement of the Services, if needed.

1.15 **Subscription Service** means the AI Manager platform service made available by Philips, as described in the Documentation, and as specified in the Quotation.

1.16 **Technical Support Services** means the technical support services provided by Philips or its Philips Strategic Partner(s) for the Subscription Service.

1.17 **Third-Party Products and Services** means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, that 1) Customer has acquired or may acquire the right to use from a party other than Philips, including any third-party applications purchased from Philips Strategic Partner(s) and connected through the AI Manager platform. Such applications are hosted on an environment independently managed by the Philips Strategic Partner(s) or an external environment vendor for the same ("**Third-Party Applications**").

- 1.18 **Third-Party Terms** means different or additional terms and conditions governing Customer's use of Third-Party Products and Services as may be supplied directly to Customer by the original manufacturer for such Third-Party Products and Services or Third-Party Applications passed through to Customer by Philips Strategic Partner(s). Third-Party Terms shall apply directly between Customer and the Third-Party or Philips Strategic Partner, as applicable, that will be signed directly by Customer with Philips Strategic Partner(s). Third-Party Terms may include but are not limited to a Data Processing Agreement ("DPA") setting out terms governing the hosting and management of Customer Content on Third-Party Applications.
- 1.19 **Updates** means fixes or corrections for bugs, provided by the Philips Strategic Partner to Customer, to enable the Subscription Service 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). Updates are made generally available to it customers that are under a current subscription term, subject to any limitations set forth in the applicable Quotation. Updates do not include new products, modules or extensions for which Philips elects to charge separately.
- 1.20 **Upgrades** means a new version or release of the Subscription Service, provided by the Philips Strategic Partner to Customer 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). Upgrades are made generally available to customers that are under a subscription term, subject to any limitations set forth in the applicable Quotations. 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, platforms, modules or extensions for which Philips elects to charge separately; provided however, such Upgrades present a substantial change from the previous major version with respect to product feature(s) or underlying technology. New optional configuration of the Subscription Service may be available for additional subscription fees and shall not include changes with a version change in the first or second number in the series.
- 1.21 **User(s)** means any person who is authorized by Customer to use and access the Subscription Service solely for Customer's benefit, in accordance with this Schedule, and for whom subscriptions to the Subscription Service have been purchased and to whom user identifications and passwords have been supplied by Customer (or by Philips at Customer's request if Philips has so agreed in writing). Customer is solely responsible to ensure that only authorized users having the legal right to access data for the lawful benefit of Customer use the Subscription Service enabled via Customer's IT system.

3. Subscription Service Access.

- 3.1 Subject to the terms and conditions of the Agreement and this Schedule, including full and timely payment of Fees, Philips will, during the Subscription Term, make the Subscription Service available to Customer and grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Subscription Service for the Subscription Term. Philips, from time to time, may modify, upgrade or otherwise change the manner in which Subscription Service is provided (including but not limited to, the hardware, Subscription Service functionality or features, or operating environment), so long as such Subscription Service is substantially comparable or superior to the prior Subscription Service. The Subscription Service does not include any hardware or hardware upgrades required to use the service during the term of the subscription nor IT infrastructure for Customer client devices or hardware to connect to the Subscription Service.
- 3.2 Deployment is performed against one time deployment fees which are payable as detailed in the Quotation. Deployment is effective upon Philips or Philips Strategic Partner(s) providing access to the platform and Customer signature of "Order Effective Date". Customer Acceptance shall be the start of the Subscription Term.
- 3.3 Fees and invoicing for the Subscription Service are not contingent on Customer's configuration of the Subscription Service or actual usage of any Third-Party Applications. On site attendance is not anticipated for standard Deployment activity. Any additional Professional Services shall be payable according to the Quotation for such Professional Services.
- 3.4 Customer agrees that its entering into the Agreement and/or this Schedule is neither contingent upon the delivery of any future functionality or features of the Subscription Service nor dependent upon any oral or written statements made by Philips with respect to future functionality or features of the Subscription Service. Philips' sole obligations are as documented in the Agreement and this Schedule.
- 3.5 Customer will use the Subscription Service solely as contemplated by this Schedule and for use in the Customer's provision of healthcare services. Customer will not, and will ensure Users do not :
- 3.5.1 decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Subscription Service is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Subscription Service, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Schedule will be construed to grant Customer any right to obtain or use such source code;
 - 3.5.2 modify, alter, tamper with or repair any component of the Subscription Service; or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Philips;
 - 3.5.3 interfere or attempt to interfere in any manner with the functionality or proper working of any component of the Subscription Service;
 - 3.5.4 remove, obscure, or alter any notice of any proprietary right appearing on or contained within any component of the Subscription Service;
 - 3.5.5 use the Subscription Service or any component thereof for any purpose other than in conformity with the Documentation including, but not limited to, in a manner inconsistent with any instructions for use;
 - 3.5.6 sell, resell, sublicense, rent, lease, transfer, assign, time share, pledge as security, hypothecate or otherwise encumber, or otherwise commercially exploit or make the Subscription Service or any component thereof available to any third party, other than to Users or as otherwise set forth in the Quotation;
- 3.5.7 access the Subscription Service in order to:
- 3.5.7.1 build a competitive product or service;

- 3.5.7.2 copy any ideas, features, functions or graphics of the Subscription Service; or,
- 3.5.7.3 exceed the licensed use of the Subscription Service as described in the Quotation.

4. Subscription Service Fees.

- 4.1 Subscription Service Fees are limited to a single installation site and paid on an annual basis, in advance (as specified in the Quotation). The purchase of any Third-Party Applications is not included in the Subscription Service Fees and must be purchased by the Customer directly from the Philips Strategic Partner(s). Philips bears no liability in connection with the Third-Party Applications, their availability, pricing or specifications.
- 4.2 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within thirty (30) days of Philips' invoice date.
- 4.3 The term for the Subscription Service is set forth in the quotation. Orders are non-cancelable by Customer. Third-Party Application(s) are available for purchase by Customer directly from the Philips Strategic Partner(s). Any Professional Services, including but not limited to fees for Installation and Deployment of the Subscription Service will be invoiced and payable upon the Order Effective Date. Subscription Service Fees shall be invoiced upon Customer Acceptance, unless Customer delays the go-live for more than ninety (90) days from the agreed-upon go-live date. In such instance of Customer delay, Customer shall be invoiced for the Subscription Service by Philips and pay such invoice per Section 4.2.

5. Maintenance and Technical Support Services.

- 5.1 Philips shall use reasonable efforts to substantially perform Technical Support Services as per the Reported Issue Response and Rectification Matrix detailed in Section 5.4. The Response and Rectification Time commitments set out in Section 5.4 are average response and rectification times for each Reported Issue Classification level, calculated based on the aggregate of all Technical Support Services requests arising in any given six (6)-month period.
- 5.2 Customer acknowledges and agrees that the Subscription Service is not required to process patient workflow.
- 5.3 Philips is not obligated to provide any Maintenance or Technical Support Services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks or for Third-Party Applications. Philips' sole obligation is to troubleshoot any connection initiation issues between the Philips Picture Archiving and Communication System (PACS) and the Philips Strategic Partner and/or DICOM format send/retrieve between the Philips PACS and the Philips Strategic Partner platform. Philips is not responsible for downtime of the Philips Strategic Partner platform or issues arising from Third-Party Applications, including without limitation data formatting or view/report format-related issues.
- 5.4 Reported Issue Response and Rectification Matrix. Resolution of reported issues will be addressed by Philips as follows:

Reported Issue Classification:

Severity Rating	Description
Severity 1:	Crisis – Production use of the System is stopped or so severely impacted that Philips Affiliate cannot continue work or is strongly impaired; all users of the System are affected.
Severity 2:	Critical – System features are unavailable with no acceptable workaround. Production use of the System is continuing in some areas.
Severity 3:	Moderate Business Impact – some System features are unavailable to a limited number of users.
Severity 4:	Request Information – Cosmetic software defects, requests for documentation, clarification regarding the System, configuration request for changes, but there is no impact on the operation of the System

Average Response and Rectification Times by Reported Issue Classification:

Classification	Average Response Time	Average Rectification Time
Severity 1	95% in < 1h; 7x24	95% relief in < 24h, final solution < 8 days; 7x24
Severity 2	95% in < 2h; 7x24	95% relief in < 48 h, final solution in < 8 days; 7x24
Severity 3	90% in < 8 working hours	90% in < 8 Working Days
Severity 4	90% in < 2 working days	90% in < 30 Working Days

6. Professional Services Terms.

- 6.1 **Implementation, Integration Services and Other Professional Services.** Philips or Philips Strategic Partner(s) will provide training and similar implementation service as related to the Subscription Service as described in the Quotation and/or a SOW. If separately agreed by the parties pursuant to a SOW, Philips will provide certain services in the way of custom integrations of the Subscription Service into Customer's operating environment or with other relevant products or systems in accordance with the SOW. Philips may provide other Professional Services as set out in the Quotation and/or agreed in a SOW, which may be at additional cost to be agreed upon by Philips and Customer.
- 6.2 **Recommendations Only.** The Professional Services may include advice and recommendations; however, Customer remains solely responsible for any decisions based upon such advice or recommendations.
- 6.3 **Timelines and Labor Hours.** Unless expressly agreed upon between the parties in writing, any hours and dates described in the Quotation and/or SOW, including (without limitation) with regard to milestones and Deliverables, are estimates only and are solely intended for Philips' budgeting purposes and resource-scheduling purposes. Philips exceeding an estimate does not constitute a breach by Philips.
- 6.4 **Professional Services Fees, Expenses, and Payment.**
 - 6.4.1 If the Quotation includes more than one Deliverable (for example, multiple projects) and each such Deliverable has a price associated with it, then:

6.4.1.1 each such Deliverable will be deemed to be a standalone item;

6.4.1.2 Philips may invoice for each item as it is delivered; and,

6.4.1.3 Customer will pay for each item as it is invoiced in accordance with Section 4 above.

6.4.2 Unless expressly stated otherwise in the Quotation, in addition to Fees, Customer will reimburse Philips for all expenses actually incurred by Philips in performing the Professional Services, including travel, lodging, meals, transportation, and other customary out-of-pocket expenses. At Customer's request, Philips will furnish reasonable documentation supporting all such expenses.

6.4.3 Unless a Quotation explicitly sets forth the Deliverable to be provided on a fixed fee basis, Professional Services are Quoted on an hourly basis, and any totals listed are estimates of the total required for the Deliverable or Professional Services. Customer will be billed an amount reflecting the actual hours spent performing the Professional Services. Such invoice may exceed the total estimated hours listed in the Quotation. If Philips foresees that the estimated amount of hours will be exceeded, it will use commercially reasonable efforts to inform the Customer.

6.5 License for Use. Professional Services Deliverables are provided under a non-exclusive, non-transferable license for Customer's use in its internal operations subject to Customer's continued compliance with the terms of the Agreement (including this Schedule).

6.6 Conditions for Professional Services. Philips' responsibility to provide the Professional Services, meet the milestones (if any), and provide Deliverables is contingent on Customer meeting its responsibilities (as set out in this Section 6.6) in a timely and appropriate fashion. If Customer fails to meet such responsibilities, it may result in an increase in Fees related to the Deliverables and/or Professional Services, or in delays or extensions of the agreed milestones or Deliverables. Customer will provide:

6.6.1 access to Customer's employees, representatives, agents or mandataries required to accomplish the objectives described in the Agreement and this Schedule;

6.6.2 access to relevant information, materials (written and electronic), equipment, hardware and software as needed to accomplish the objectives described in the Agreement and this Schedule;

6.6.3 prompt written notification to Philips if Customer knows that earlier-provided information or materials are incorrect or have changed in such a way that any inaccuracy or change may impact Philips' delivery of the Professional Services in any way;

6.6.4 written information to Philips identifying all healthcare and other regulatory and quality requirements applicable to the Professional Services (other than those Philips is already bound to comply with in providing the Subscription Service), and Customer will obtain all required approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Professional Services;

6.6.5 Philips personnel with adequate safety and other training and familiarize them with local procedures and rules of Customer;

6.6.6 written feedback promptly upon Philips' request; and,

6.6.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 6.6 and any other information, materials, equipment, hardware, software, or feedback requested by Philips in connection with the Professional Services.

7. Customer's Responsibilities.

7.1 Customer is responsible for providing and maintaining Customer's own infrastructure as necessary to access and use the Subscription Service, including (but not limited to) network connectivity (with sufficient bandwidth, signal strength). Customer is also responsible for providing and supporting its own equipment, hardware and software (other than those provided by Philips under this Schedule), as well as maintenance for the same. Customer must employ industry-standard virus protection software and security protection for Customer's infrastructure used to access Subscription Service.

7.2 Customer will maintain, in connection with its access or use of the Services, reasonable administrative, technical and procedural safeguard access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation, and virus detection and eradication.

7.3 Customer will provide full and timely cooperation with Technical Support Services resources.

7.4 Customer will insure and back up all Customer Content.

7.5 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule.

7.6 Customer will have sole responsibility for:

7.6.1 the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service;

7.6.2 all patient care decisions, including those arising from or in connection with the use of the Subscription Service or the analysis of Customer Content or any other information generated from the Subscription Service; and

7.6.3 complying with all laws and regulations applicable to Customer's receipt or use of the Subscription Service, including but not limited to medical device laws and regulations, health care professional laws, privacy laws, and export laws and regulations.

7.7 Customer will:

7.7.1 use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Service, will notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate fully with Philips in any litigation or other legal proceedings against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and,

7.7.2 ensure the proper configuring, programming, updating, and operating of Customer's equipment, hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.

7.8 Customer agrees to comply with all Third-Party Terms, including but not limited to Data Protection Agreements, that may be provided to Customer in writing by Philips Strategic Partner(s) to govern the Customer's use of the Third-Party Applications and processing of Customer Data on such Third-Party Applications.

8. Deployment.

8.1 Subject to Customer's compliance with its obligations under this Schedule, the Subscription Services ordered by Customer will be delivered and Deployed by Philips or by Philips Strategic Partner(s), as specified in the Quotation or SOW.

8.2 Customer is responsible for cooperating and performing its Deployment responsibilities identified in this Schedule or the applicable SOW without delay.

8.3 Customer will, at its expense, maintain adequate internet connection bandwidth in compliance with the Documentation or a SOW.

8.4 The parties understand that there may be instances where a performance obligation of Philips or Customer is dependent on a precedent performance obligation of the other party. In the event the other party does not perform its precedent performance obligation as of the scheduled date or in accordance with the specifications for such precedent performance obligation, such that the non-delaying party does not have adequate or sufficient time to fulfil its obligations in a commercially reasonable manner and stay within the agreed-upon schedule, the non-delaying party will be entitled to take a reasonably necessary amount of time to complete its performance obligation not less than the length of the delay engendered by the delaying party.

9. **Remote Servicing.** Customer will provide Philips or Philips Strategic Partner(s) at each site with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Subscription Service or a certain component or portion thereof and to facilitate the realization of the required remote infrastructure in order for Philips or Philips Strategic Partner(s) to provide remote servicing, failing which Customer accepts responsibility for any related impact on service availability, additional cost and speed of resolution.

10. Obsolescence.

10.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

10.2 Philips may determine that the Subscription Service is obsolete, or "End of Life," and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service or Maintenance or Technical Support Services for the same. In such event, Philips may, with 180 days' prior notice, terminate the Subscription Term and provide Customer with a refund of any pre-payments for periods of any Maintenance and Technical Support Service and Subscription Service not yet rendered.

11. **Third-Party Products and Services.** Customer acknowledges and agrees that Third-Party Products and Services, if any, which are provided with or incorporated as part of the Subscription Service are additionally subject to applicable Third-Party Terms. In addition, in connection with certain integrations to third party platforms, Customer may be required to affirmatively accept certain additional license terms including data protection terms.

12. Suspension of Services.

12.1 Notwithstanding anything to the contrary in the Agreement or this Schedule, Philips may at its option temporarily suspend Customer's and any User's access to any portion or all of the Subscription Services if Philips reasonably determines that:

12.1.1 there is a threat or attack on any portion or all of the Subscription Services;

12.1.2 Customer's or any User's use of the Subscription Service disrupts or poses a security risk to the Subscription Service or any other customer or vendor of Philips;

12.1.3 Customer or any User is using the Subscription Service for fraudulent or illegal activities;

12.1.4 Philips' provision of any part of the Subscription Service to Customer or to any User is prohibited by applicable law.

12.1.5 Any vendor of Philips has suspended or terminated Philips' access to or use of third party services, products or intellectual property rights required to enable Customer to access any or all of the Subscription Service; or,

12.1.6 Customer is in default of monies owed for Services provided by Philips or Philips Strategic Partners (each such suspension, in accordance with this section, a "**Service Suspension**").

12.2 Philips will use commercially reasonable efforts to resume providing access to the applicable Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

12.3 Philips will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any User may incur as a result of a Service Suspension.

13. Warranty.

13.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation for a period of ninety (90) days from Customer Acceptance; Subscription Service availability is not warranted to be uninterrupted or error-free; and Customer's sole remedy with respect to Subscription Service availability is set forth in the Maintenance and Technical Support Services in this Schedule. The foregoing warranty is made to and for the benefit of Customer only.

13.2 If the warranty set out in Section 14.1 is materially breached, Customer must promptly notify Philips in writing and Philips shall have the period set forth in this Schedule to cure such material breach... All corrections will be made in accordance with Section 5 of this Schedule.. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period not less than 30 days, Philips is unable to replace or repair the Subscription Service, Customer

may terminate this Schedule without liability upon written notice to Philips of 60 days. Such termination shall not entitle the Customer to any refund for the remaining Subscription Term.

13.3 The warranty set forth herein will not apply if the warranty claim arises out of Customer's:

13.3.1 use of the Subscription Service contrary to the Documentation, any other written instructions provided to Customer by Philips, or contrary to the terms of the Agreement and/or this Schedule;

13.3.2 modification of the Subscription Service or other breach of Section 3.4; or

13.3.3 failure to provide prompt notice to Philips as set forth in Section 12.2.

13.4 The warranty set forth in this Schedule does not apply to any Third-Party Products and Services. Warranties for Third-Party Products and Services (if any) may be supplied directly to Customer by the third-party suppliers. Without derogating from the above and for the sake of good order, Philips makes no representation or warranties of any kind with respect to Third-Party Applications.

13.5 WITHOUT PREJUDICE TO SECTION 12.1 ABOVE, CUSTOMER'S USE OF THE SERVICES AND ANY EQUIPMENT, HARDWARE AND SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES INCLUDING THIRD PARTY APPLICATIONS, IF ANY, IS ON AN "AS IS" BASIS. WHILE PHILIPS WILL EXERCISE COMMERCIAL REASONABLE EFFORTS TO PROVIDE THE SERVICES, PHILIPS MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, LEGAL OR IMPLIED, RELATING TO THE SERVICES AND ANY EQUIPMENT, HARDWARE AND SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IF ANY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT ANY SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL OPERATE ERROR FREE OR UNINTERRUPTED, THAT DEFECTS, OTHER THAN MATERIAL DEFECTS IN PHILIPS DELIVERABLES, WILL BE CORRECTED, THAT THE SERVICES OR THE SERVICES OR OTHER PROPERTY THAT ARE USED IN PROVIDING THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR REGARDING THE INTEGRITY OF THE SERVICES OR OF THE CONTENT, INFORMATION OR DATA TRANSMITTED THROUGH OR CONTAINED WITHIN ANY PORTION OF THE SERVICES. PHILIPS SPECIFICALLY DISCLAIMS ALL IMPLIED OR LEGAL WARRANTIES OF MERCHANTABILITY, QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY WARRANTIES REGARDING THE QUALITY OF CUSTOMER CONTENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

13.6 Philips is not responsible for circumstances beyond its control, including without limitation: non-Philips' supplied infrastructure or application programming interfaces, single sign-on capability, hardware, virtual machines, network (connectors), information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment; acts or omissions of Customer or its agents, mandataries or Users; virus or hacker attacks; intentional shutdown for emergency intervention or security incidents; acts or omissions of a party other than Philips; Customer's failure to comply with Philips' Documentation, written instructions regarding access to or use of the Subscription Services, and security and upgrade policies; or Customer's use of Subscription Service in violation of this Schedule.

13.7 Philips does not endorse, suggest, advocate, control, or otherwise take responsibility for any functional features of the Third-Party Applications and Philips is not directly or indirectly liable under any theory of law for any infringement with respect to Third-Party Application.

14. Privacy

14.1 The parties acknowledge that Philips will not process any Customer Data with respect to Third-Party Applications. Customer agrees that its provision of any data from Philips systems and/or equipment to Philips Strategic Partner(s), as may be necessary from time to time in the course of Customer's access to and use of the Subscription Services, shall be in compliance with all applicable laws and that such compliance shall be Customer's sole responsibility. Customer agrees to sign a Business Associate Agreement (BAA) or Data Processing Agreement (DPA), as applicable and as may be requested by Philips Strategic Partner(s), governing the hosting and processing of Customer Content on Third-Party Applications. Any such BAA or DPA shall be entered into directly between Customer and Philips Strategic Partner.

14.2 Customer agrees to reasonable and necessary amendments to applicable privacy and data processing terms and conditions in the event that the Subscription Services are moved to a cloud-based platform.

14.3 Privacy and data protection

14.3.1 Each party will comply with all applicable privacy and data protection laws in the performance of their respective obligations under the Agreement and this Schedule. 14.4 Customer acknowledges and agrees that Philips will process information related to the safety and performance of the Philips Services such as log files or device parameters in order to provide the Subscription Services and, where strictly necessary, to enable its compliance with and performance of its task as manufacturer of medical devices in accordance with applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance and clinical evaluation related activities).

15. Intellectual Property Rights

15.1 **Ownership.** Except for the limited-use license explicitly granted to Customer herein, Philips owns all rights, title and interest, including intellectual property rights, in and to the Subscription Service, Services, Deliverables, Documentation and other Philips' confidential information and all modifications and derivative works of each of the foregoing.

15.2 **Feedback.** Philips will have the right to use in any manner that Philips determines any suggestion, idea, enhancement request, feedback, recommendation, or other information relating to the Services that Customer may supply or communicate (collectively, "Feedback") and Customer agrees that Philips will be the exclusive owner of any intellectual property rights therein or arising from Philips' use of such Feedback.

16. No Medical Advice and Customer Indemnification

16.1 Customer acknowledges and agrees that, other than the optional Accept / Reject Tool, the Subscription Services are not classified a medical device pursuant to applicable laws and regulations. In the event that "Accept / Reject Tool"

is included in the Quotation (which is used for viewing and accepting/rejecting the outputs of Third-Party Applications by the end user) medical device laws and regulations shall apply. In any event, Customer acknowledges and agrees that: (a) any use of the Subscription Services is not a substitute for professional judgment and does not relieve Customer from exercising the appropriate standard of care and professional judgment relevant to the treatment of patients, (b) information offered by Philips or through the Subscription Services does not constitute a recommendation or advice about any course of treatment or the practice of medicine, and (c) Customer and its Users assume responsibility for their actions undertaken in connection with the use of the Subscription Services in their medical practice.

16.2 Customer will defend and indemnify Philips against any and all losses and liabilities in connection with any claim arising from or relating to 1) any patient care or related services provided by Customer, any of its Users, employees, agents or mandataries, including any malpractice, misdiagnosis, or any other medical treatment matter in connection with the use or receipt of the Subscription Services by the Customer or its Users; 2) any breach of the terms of the Agreement or this Schedule by Customer or its Users; 3) any misrepresentation, error or omission, negligence or willful misconduct by Customer or its employees, agents or mandataries; and 4) Customer's failure to maintain adequate backup procedures to maintain continuity of patient care in the event of Subscription Service unavailability. Customer further agrees to defend and indemnify Philips against any and all losses and liabilities in connection with any claim: 1) that Customer Content infringes the privacy or intellectual property rights of another party or 2) arising out of Customer's noncompliance with Third-Party Terms.

17. Term and Termination.

17.1 **Subscription Term.** The Subscription Term set forth on the Quotation, and the applicability of this Schedule, commences on the Order Effective Date. This Schedule may only be terminated by Customer in accordance with its terms.

17.2 **Termination for Material Breach.** Either party may terminate a Subscription Term upon a material breach of this Schedule by the other party, if such breach is not cured within 30 days after receipt of written notice specifying the breach. Termination or expiration of the Subscription Term will result in termination of this Schedule; provided that, the obligation to pay fees, the license restrictions set forth in Section 3.5, indemnification obligations set forth under Section 16.2, and all warranty disclaimers shall survive post termination and/or expiration of this Schedule.

17.3 **Effect of Termination and Expiration.** Termination of this Schedule will not constitute a termination of any other orders, or schedules made under the Agreement that are not subject to this Schedule, and will not relieve Customer of any of its obligations incurred prior to such termination including, but not limited to, payment of all outstanding invoices for Subscription Services provided until the effective date of such termination and will not impair any of Philips' rights which have accrued prior to such date. In the event of termination due to Customer's breach:

17.3.1 all fees or charges due for the remaining period of the Subscription Term will immediately become due and payable; and,

17.3.2 Philips' obligations under this Schedule will cease. Upon termination or expiration of this Schedule or the Subscription Term, for any reason, Customer will immediately cease to have the ability to purchase new or renew Subscription Service or other Services including app subscriptions and cease use of AI Manager upon such termination or expiration.