

SCHEDULE 2
ULTRASOUND SYSTEMS PORTFOLIO (UL)
Rev 24

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL) General Imaging Ultrasound Systems (GI UL) Women's Health Care (WHC UL) Point of Care (POC UL) Ultrasound Workspace (UW UL)

1. Payment Terms.

1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:

1.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

1.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.

1.3 Payment terms are subject to credit approval.

2. Additional Terms Related to sales of Ultrasound Products.

2.1 The ultrasound system's memory (hard drive, solid state memory, etc.) should not be used as a data repository or central archive to store images and reports. Use of the ultrasound system's memory in this manner may result in loss of data. In no event shall Philips be liable for loss of data that is stored or archived on an ultrasound equipment. It is the responsibility of Customer to make daily back-up copies of data residing on this equipment. This can be performed by sending images and reports generated by the use of the ultrasound equipment to a Picture Archive and Communication System (PACS) or via another medium that is automated for back-up retrieval. Costs associated with data restoration from a backing-up images and reports to a non-automated source are Customer's entire responsibility and at Customer's sole risk. Data retrieval and restoration from these methods may be time consuming and a non-automated system process may result in further data loss by itself and is not recommended by Philips.

3. Prior Validation of Operating System (OS) Updates and/or Upgrades.

3.1 Patches introduced by operating system Original Equipment Manufacturers (OEM) or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and may affect patientsafety. Philips shall perform validation testing of certain Microsoft operating systems and McAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third-party operating system or anti-virus software. Customer shall not install or use:

3.1.1 operating system patches, updates or upgrade;

3.1.2 anti-virus updates (except to the DAT files, i.e., virus definitions); or,

3.1.3 updates or upgrades to anti-virus search engines, collectively (a) and (b) prior to validation testing and approval by Philips ("Unauthorized Updates").

3.2 Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated (by Philips) versions of operating systems and anti-virus, at Customer's expense, prior to performing any support.

4. Lumify.

4.1 If Customer's purchase includes a Lumify Ultrasound Solution or Bundle, then the following terms apply in addition to the Conditions of Sale:

4.1.1 Compatible Smart Devices.

4.1.1.1 Use of the Lumify Ultrasound Solution or Bundle for Android requires the following components: A Philips Lumify transducer and cable, a compatible smart device, and the Lumify Software Application (SW App). The compatible smart device is an off-the-shelf consumer tablet or phone meeting Lumify compatibility specifications. Philips may change the published compatible device list from time to time.

4.1.1.2 Use of the Lumify Ultrasound Solution or Bundle for iOS requires the following components: A Philips Lumify transducer, the Lumify Software Application (SW App), and the Lumify Power Module (LPM), Rigid. Connector (to be used with Philips provided custom Thule case), flexible cable, mounting plate (to be used without the Philips provided custom Thule case), and a charging cable.

4.1.1.3 Philips does not provide any maintenance or repair services for Customer's smart devices. Philips does not provide anti-virus software for Customer's smart devices; Customer is responsible for purchasing anti-virus software or apps and for managing all virus issues in connection with Customer's smart devices. The Lumify Ultrasound Solution does not include any security software for Customer's smart devices. Customer is responsible for managing and maintaining firewalls or other appropriate security and privacy measures for data residing on Customer's smart devices.

4.1.2 If Customer selected the Lumify: Outright Purchase, the following terms apply:

- 4.1.2.1 Customer will purchase at their own expense a smart device from the approved list published on the Lumify website, and Customer will install the Lumify SW App from the commercial play store on the smart device.
- 4.1.2.2 Customer acknowledges that the purchase of a Lumify Ultrasound Solution does not include the required smart device.

4.1.3 If Customer selected the Lumify System Bundle option, Customer's shipment will include a compatible Android device with the Lumify app pre-installed and the following terms apply:

- 4.1.3.1 Customer authorizes Philips to accept on their behalf the applicable end user license agreement, which can be found at:
- 4.1.3.2 for Samsung devices: http://www.samsung.com/us/common/software_eula.html, and for other devices: a link will be provided upon request.
- 4.1.3.3 Customer authorizes Philips to perform basic setup steps and install Lumify SW on the tablet.
- 4.1.3.4 Customer agrees to the limited replacement-only warranty coverage for the smart device as identified in the warranty agreement.
- 4.1.3.5 After the warranty period for the tablet, Philips shall not be responsible for the performance or functionality of the Lumify application following any customer installation of OEM operating system patches, updates or upgrades to the tablet.

4.2 License to Lumify SW App. The license granted to use the Lumify SW App is limited to use with the Lumify transducer on one or more computers or smart devices that are listed on the approved hardware list published on the Lumify website. The Lumify SW App is available via the Google Play Store and the Apple App Store. When downloaded, the Lumify SW App is in demonstration mode, but it will be fully enabled if Customer purchases and registers the transducer with Philips.

4.3 Internet connectivity is not required to use the Lumify Ultrasound Solution but is required to download the Lumify SW App and to register each unique configuration including the smart device, OS updates to the smart device, Lumify App SW versions, and Lumify transducer).

4.4 As part of the Lumify Ultrasound Solution, Philips periodically collects system log information; Customer agrees to such collection when Customer purchases a Lumify Ultrasound Solution. See the Lumify Privacy Notice for more details.

5. **Xtend Service Coverage.**

5.1 Services Provided. If applicable, the Xtend Coverage (the "Coverage") on the systems listed in the quotation (the "Covered Systems") are offered by Philips Electronics Ltd. ("Philips") under the Xtend Coverage terms and conditions described below or otherwise confirmed by Philips in writing. This is a service bundle offer that includes RightFit Value Limited service and Technology Maximizer Essential Service as defined in the table in Schedule 3-A below.

5.1.1 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered Systems for material defects. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered Systems. All components used are subject to Philips' inspection and quality control procedures and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove such parts from Customer's Site. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.

5.1.2 Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for each Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the Quotation) at a time that is mutually agreed upon. Customer will make Covered Systems available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on each Covered System at scheduled intervals. If Philips cannot locate a Covered System, or a Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has ninety (90) days to make available such Covered System for planned maintenance, otherwise customer waives right to service, and Philips may delete such Covered System from the list of Covered Systems in the Quotation. If Philips Technology Maximizer Essential Service is purchased under this Agreement as part of Xtend Service Coverage and Customer has satisfied its obligations pursuant to this Agreement, then Philips will upgrade the Equipment as is outlined in Technology Maximizer Essential Service section.

5.2 Exclusions. Unless specifically included in the Quotation, the Coverage does not include:

- 5.2.1 servicing a Covered System if contaminated with blood or other potentially infectious substances;
- 5.2.2 any service necessary due to: a design, specification or instruction provided by Customer or Customer representative;
- 5.2.3 the failure of anyone to comply with Philips' written instructions or recommendations;
- 5.2.4 any combining of a Covered System with any other manufacturer's product or software other than those recommended by Philips, except for products delivered by Philips and sold under the applicable Quotation;
- 5.2.5 any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips;
- 5.2.6 damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor;
- 5.2.7 any removal or relocation of a Covered System;

- 5.2.8 neglect or misuse of a Covered System;
- 5.2.9 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;
- 5.2.10 any rigging or structural alteration incident to the Services;
- 5.2.11 consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogenics, Positron Emission Tomography (PET) calibration sources, film, batteries, cassettes;
- 5.2.12 cosmetic repairs;
- 5.2.13 the cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition;
- 5.2.14 disposing hazardous, infectious, or biomedical waste or materials;
- 5.2.15 providing service to any Covered System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement.
- 5.2.16 unless otherwise specified in the Quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, Computed Tomography (CT) Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), Magnetic Resonance (MR) radio frequency (RF) rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments; and,
- 5.2.17 unless otherwise specified in the Quotation: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi- rigid scopes.

5.3 Customer Responsibilities. During the term of the Coverage, Customer will:

- 5.3.1 ensure that the Site is maintained in a clean and sanitary condition; and that each Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
- 5.3.2 dispose of hazardous or biological waste generated;
- 5.3.3 maintain operating environment within Philips' specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
- 5.3.4 use Covered Systems in accordance with the published manufacturer's operating instructions;
- 5.3.5 if applicable, attend a start-up meeting at Customer's facility, prior to the effective date of the Coverage, so Philips can explain the Coverage to the Customer's management and selected staff;
- 5.3.6 provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;
- 5.3.7 provide Philips with broadband internet or Wi-Fi access for business purposes;
- 5.3.8 for any non-Philips system, provide Philips with the Covered System's service manuals;
- 5.3.9 maintain all software licenses applicable to each Covered System;
- 5.3.10 for Philips' use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service Network ("RSN");
- 5.3.11 the RSN hardware remains Philips' property and is only provided during the term of the Coverage;
- 5.3.12 provide Philips and its vendors full and free access to the RSN hardware to enable Philips to remotely access the Covered System or non-Philips System;
- 5.3.13 provide Philips at each Site, at all times during the term of the Coverage, a dedicated broadband Internet access node, including public and private interface access, suitable to establish and maintain a successful connection to the Covered Systems at the Site through the RSN and Customer network; and,
- 5.3.14 if the Covered System cannot be connected to the RSN and/or Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.

5.4 System Availability. If Customer schedules service and a Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to a Covered System.

5.5 Coverage. To the extent a repair issue cannot be remedied remotely, Philips will provide services on-site during the hours listed in the quotation, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

5.6 Documentation. Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.

5.7 Term and Termination. The term of this Agreement shall be set forth in the Quotation and incorporated herein.

5.8 This Agreement is non-cancelable and will remain in effect for the term specified in the Quotation.

5.9 Warranty Disclaimer. Philips' full contractual Coverage obligations to Customer are described in this Schedule. Philips provides no additional warranties under this Agreement. All service and parts to support the Coverage under this Schedule are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

- 5.10 Independent Contractor. Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' act or omissions related to any services that are performed by Customer's employees under this agreement.
- 5.11 Subcontracts. Philips may subcontract to service contractors of Philips' choice any of Philips' Coverage obligations to Customer or other activities performed by Philips under this Quotation. No such subcontract will release Philips from those obligations to Customer.
- 5.12 Rules and Regulations. To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations, provided such rules and regulations do not conflict with established Philips policies.

6. Philips Technology Maximizer Service Package

- 6.1 Philips Maximizer. If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement, and Customer has satisfied its obligations under this Agreement, then Philips will provide upgrades to the Equipment as described below: **Services.** If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement for a specific piece of Equipment as identified by its serial number, and Customer has satisfied its obligations under this Agreement, then Philips will make available upgrade(s) for the Equipment during the term of the Agreement as outlined below and in accordance with the Technology Maximizer version listed on the Quotation. Technology Maximizer is available as set out in Section 6.2, subject to modality and market variations:
- 6.2 **Technology Maximizer Essential**
- 6.2.1 Maintain Equipment at Philips' then-current standard or latest configuration as follows:
- 6.2.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");
 - 6.2.1.2 Third party operating system (OS) updates;
 - 6.2.1.3 Any available safety and security updates which are included in a major release.
 - 6.2.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade;
- 6.2.2 Hardware replacement to support software upgrades is not included unless expressly included in the Quotation,
- 6.3 Terms and Conditions of Technology Maximizer
- 6.3.1 Technology Maximizer does not include basic Equipment preventive maintenance, which must be purchased separately.
- 6.3.2 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed upon at time of purchase of the Equipment or Licensed Software (as applicable), including but not limited to usage and license limitations.
- 6.3.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed upon at time of purchase of the Equipment or Licensed Software (as applicable) for a period of ninety (90) days.
- 6.3.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
- 6.3.4.1 Made commercially available by Philips, after the Start Date and before the End Date specified in the Quotation;
 - 6.3.4.2 Supported by the Equipment hardware and configuration; and
 - 6.3.4.3 Intended for use in the "clinical domain" identified in the Quotation or otherwise as expressly stated in the Quotation.
- 6.3.5 Term of Technology Maximizer. If purchased with the sale of Equipment, Technology Maximizer service coverage begins one day following the expiry of the first year of the warranty period, or as otherwise specified on the Quotation. Technology Maximizer purchased after the sale of the Equipment shall begin on the Start Date listed on the Quotation.
- 6.3.6 Upgrade Delivery Process. Philips will notify Customer of any upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email acceptance is sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within the term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before such upgrade is delivered, then Customer is entitled to receive such upgrade within the year following such expiration and must schedule the installation within this one-year period.
- 6.3.7 Upgrade Limitations.
- The upgrades provided under Technology Maximizer:
- 6.3.7.1 are available only for the designated Equipment as specified by serial number on the Quotation;
 - 6.3.7.2 May not be sold, transferred or assigned to any third party; and
 - 6.3.7.3 are subject to the terms and conditions of this Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips,
 - 6.3.7.4 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.
- 6.3.8 Availability Limitations.
- 6.3.8.1 If Customer refuses the installation of an upgrade, or in the event no upgrade is provided by Philips for any reason, including none being made commercially available, during the

Term of the Technology Maximizer entitlement, no credit for any already paid amounts shall be carried forward or eligible for refund. Philips makes no representations with respect to the number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all third party software publishers' upgrades are at the sole discretion of the software publisher and may only be made available to Customer to the extent such upgrades are made available to Philips. Any and all such third party software is subject to prior validation by Philips for use with the Equipment. Philips' validation of third party software includes, without limitation, screening for safety issues, processing delays, or image distortion. Any upgrades, updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

6.3.9 Termination

6.3.9.1

If this Agreement is terminated due to the fault of the Customer or in the event Customer defaults under the Agreement after any Technology Maximizer upgrades have been provided by Philips, then Customer shall pay to Philips the list price of the so-provided upgrades within thirty (30) days of such termination or default. No prepaid amount shall be eligible for refund.

6.4 Clinical Education Training.

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

6.4.2 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.

6.4.3 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.

6.4.4 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.

6.4.5 Course Location. Training may be conducted at Philips' training facilities, the Customer location(s) described in this Agreement (Customer Site(s)), through on-line or remote training, or at a third-party location determined by Philips.

6.4.6 Payment Options.

6.4.6.1 Flexible Spending Accounts. If Customer purchased Flexible Spending Account option, the initial account balance is specified in the quotation. The account balance is reduced by the list price for the specified course per attendee. When the balance is depleted, Customer may add funds to their account. If the account balance is negative, then Customer shall promptly pay Philips the balance due. Account balances will not carry over from year to year. Any remaining account balance at the end of the year will not be refunded.

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

6.4.7 Travel. Philips' travel expenses for all Training delivered at the 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 the Customer's responsibility.

6.4.8 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.

7. **Ultrasound Workspace.** (cleared under the name TOMTEC-ARENA)

7.1 If Customer's purchase includes and/or consists of Ultrasound Workspace software ("UWS-License" or "UWS-L"), and/or Ultrasound Workspace remote maintenance and support services with respect to UWS-L ("UWS-Support" or "UWS-S"), then the following terms and conditions apply in addition to the Conditions of Sale:

7.1.1 Any third party products supplied with or alongside UWS-L and/or UWS-S are supplied and licensed on the basis of the conditions of use of the relevant software producer.

7.1.2 The following terms shall have the following meanings:

7.1.2.1 "Update" means a copy of a software program containing an individual bug fix or a bundle of bug fixes for UWS-L and minor additional features for UWS-L (and for modular UWS-L, bug fixes and/or additional features may concern one or more modules). These are denoted by a change in the second digit to the right of the decimal point of the application version number; and

7.1.2.2 "Upgrade" means a copy of a software program constituting an upgraded version of UWS-L, i.e. a version comprising features which have been substantially enhanced and modified (and for modular UWS-L, such enhancements may concern one or more modules). These are denoted by a change in the first digit to the right of the decimal point of the application version number.

7.2 Delivery and Performance.

- 7.2.1 Except as otherwise expressly agreed, UWS-L shall be delivered in the version that is current at the time of delivery. Philips will inform Customer when UWS-L is available and how it can be accessed (method of delivery is usually by Customer download from a secure Philips site). UWS-L does not include the source code for the software.
- 7.2.2 Customer may use UWS-L only in accordance with the licensing terms described in this Section.
- 7.2.3 If product trainings or other support services associated with delivery and installation of UWS-L are not completed within twelve (12) months from the date of delivery of UWS-L, then the training or other support service entitlement will expire and Philips shall have no obligation to provide such training or other support service and shall have no obligation to provide a replacement.
- 7.2.4 The software comprising UWS-L was developed for the purpose specified in the section entitled "Indications for Use" or "Intended Use" of the user documentation. Customer may use UWS-L for this stated purpose only. The aforementioned user documentation is provided with the delivery of UWS-L.
- 7.2.5 Subject to the remainder of this Section, Philips grants Customer a non-exclusive, non-transferrable right to use any Updates or Upgrades provided by Philips, and other programs or program elements which may be provided by Philips to Customer, subject to these Conditions of Sale as if and to the extent that they are part of UWS-L, provided that the right to use all programs or program elements which are superseded by those programs or program elements supplied in the course of any software maintenance (the "Superseded Elements") will expire within two weeks of Customer first using the new programs or program elements in production and no later than one calendar month following receipt by Customer of same. Customer is entitled to keep a copy of such Superseded Elements for archiving purposes for the duration of the relevant License only.
- 7.3 Duty to Cooperate and Provide Information.
 - 7.3.1 Insofar as Philips is required to provide further support services in addition to the provision of UWS-L (such as installation, maintenance, and/or training), Customer will cooperate in such activities to the extent necessary by providing personnel, workspaces, hardware and software and data and telecommunications facilities free of charge.
 - 7.3.2 Philips is authorized to verify whether UWS-L is being used as stipulated in these Conditions of Sale and as set out in any user documentation. For the purposes of verification, bug and incident diagnosis and rectification work, Customer will give Philips access to the installed UWS-L, at Customer's option, either directly or remotely via data transfer. For this purpose, Philips may require Customer to provide information concerning the duration and extent of use of UWS-L, and may inspect Customer's books, records, hardware and software. To this end, Customer agrees that Philips shall be allowed access to Customer's business premises during standard office hours free of charge.
 - 7.3.3 Customer is solely responsible for and must take appropriate precautions against improper use of part or all of the UWS-L licensed software and agrees to take and maintain daily backup copies of any and all data and electronic files used in connection with UWS-L ('Customer Data') to prevent catastrophic loss of Customer Data and any equipment used in connection with the UWS-L software, and will perform fault diagnosis, and carry out regular checks on Customer Data processing outputs.
 - 7.3.4 Unless expressly advised otherwise by Customer beforehand, Philips assumes that all Customer Data that it may come into contact with are backed up and Customer agrees not to make a claim against Philips for any lost Customer Data.
 - 7.3.5 The establishment of a functioning hardware and software environment with adequate capacity for the software comprising UWS-L, which can also accommodate the additional load resulting from use of UWS-L, is the sole responsibility of Customer. Information on the required hardware and software environment is described in the user documentation and can be requested from Philips.
 - 7.3.6 Any damages suffered or additional costs incurred by reason of breach of the obligations contained in this Section will be borne by Customer.
- 7.4 Intellectual Property.
 - 7.4.1 If Customer suggests any new features, functionality, or performance enhancements for UWS-L that Philips subsequently incorporates into UWS-L, such new UWS-L software, features, functionality or performance enhancements shall be the sole and exclusive property of Philips.
- 7.5 Termination.
 - 7.5.1 Any license to use UWS-L ("License") and any rights granted by Philips which are associated with the use of UWS-L will terminate immediately if any one or more of the following occurs:
 - 7.5.1.1 Customer fails to pay any amounts due and owing Philips hereunder;
 - 7.5.1.2 Customer fails to comply with any term(s) of the Quotation or these Conditions of Sale and fails to cure such breach if such breach is remediable within thirty (30) days of becoming aware of it;
 - 7.5.1.3 Customer fails or refuses to cooperate with any reasonable investigation by Philips of any suspected violation of the Licenses granted herein, the Quotation, or these Conditions of Sale;
 - 7.5.1.4 Customer fails to strictly comply with the terms of Section 15 of these Conditions of Sale (Confidentiality);
 - 7.5.1.5 Customer becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or
 - 7.5.1.6 Applicable law prohibits or restricts Customer from fully complying with the Quotation, these Conditions of Sale, and Licenses granted herein or Philips is required to terminate the Licenses granted herein to comply with any law, or regulatory, governmental, or any other legal body.
 - 7.5.2 Upon termination or determination of any perpetual License or, if applicable, the determination of the relevant length of the License ("License Period") in respect of a time-limited License, Customer agrees to immediately stop any further use of UWS-L and, in accordance with the instructions of Philips, return to Philips, or certify destruction of UWS-L and all copies of it that are in its possession or control. All provisions

which, by their nature, should remain in effect beyond the termination shall survive termination. No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating the Licenses in accordance with its or their terms, and termination of the Licenses will be without prejudice to any and all other rights or remedies available to Philips as a result of Customer's breach. Notwithstanding the provisions of this Section, if the License and/or the Quotation and/or the Conditions of Sale are terminated, Customer shall remain liable for payment of all License fees and/or charges, which shall become immediately due and payable.

7.6 Product Safety and Complaints.

7.6.1 Customer will report to Philips immediately any event of which Customer becomes aware that suggests that any UWS-S or UWS-L provided by Philips, for any reason, may have:

- 7.6.1.1 Caused or contributed to a death or serious injury, or
- 7.6.1.2 Malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again.

7.6.2 Customer will also report to Philips any complaints it receives from its personnel, patients, or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of UWS-S or UWS-L, as applicable, provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to UWS-L and UWS-S provided by Philips hereunder, unless otherwise required by law.

7.7 License Grant.

7.7.1 The terms and conditions of use of UWS-L are as described in the Conditions of Sale, except and as further set out in these additional terms.

7.7.2 Unless otherwise specified in the Quotation, the License is a floating license and Philips may terminate the License, even a perpetual License, if Customer is in breach or default of the Conditions of Sale (which includes these additional terms or the Quotation). The following provisions apply to the specific types of License sold (as set out in the Quotation):

- 7.7.2.1 'Single-seat' License. If Customer has purchased any number of Single-seat License(s), Philips grants Customer a perpetual license to install and use that number of copies of UWS-L on individual workstation(s) or individual virtual machine(s). Each individual Single-seat License may be used by only one person at a time;
- 7.7.2.2 'Floating' License (also called a 'concurrent-user' license). If Customer has purchased a Floating License, Philips grants Customer a perpetual license to store or install a copy of UWS-L on a storage medium, such as a network server, for the sole purpose of installing or using the UWS-L over a network on Customer's other computers. A single Floating UWS-L License may not be used by or shared among multiple computers simultaneously. If Customer wishes to use UWS-L on multiple computers simultaneously, it must purchase the appropriate number of Floating Licenses. It is possible for Customer to assign the Floating Licenses to individual computers or users;
- 7.7.2.3 'Site' License. If Customer has purchased a Site License, Philips grants Customer a perpetual license to store or install a copy of UWS-L on a storage medium, such as a network server, for the sole purpose of installing or using UWS-L over a network on Customer's other computers. A Site License may be used by an unlimited number of users per network server (simultaneous use). Additional Site Licenses are required for each additional storage medium;
- 7.7.2.4 'Evaluation' License (also called 'demonstration license'). If Customer has purchased an Evaluation License, Philips grants Customer a non-exclusive, non-transferable time-limited right and license for evaluation purposes as specified by Philips. The license may only be used for a limited period as specified by Philips;
- 7.7.2.5 'Volume-based' License. If Customer has purchased a Volume-based License, then the License is also subject to the terms of section 7.9 of these additional terms and the License is limited to the number of Digital Imaging and Communications in Medicine (DICOM) studies purchased for each modality (such as ultrasound, MRI); and
- 7.7.2.6 'Time-limited License ("Subscription")'. If Customer has purchased a time-limited License, then the License is also subject to the terms of section 7.10 of these additional terms.

7.7.3 UWS-L contains components licensed as open source software (referred to herein as 'Third-Party Software Components') and components which may only be used under the conditions of use set forth in these Conditions of Sale. The text of the licenses for the Third-Party Software Components will be provided to Customer with the copyright notices, disclaimers and other notices together with UWS-L. Customer is also entitled to use the Third-Party Software Components to the extent described in these Conditions of Sale. Customer may acquire further rights of use in the Third-Party Software Components from the right holders by entering into license agreements with those right holders under the terms of the relevant open source license and in such event use of the Third-Party Software Components will be governed not by these additional terms, but exclusively by the relevant open source licenses.

7.7.4 Customer is not authorized to and shall not, nor permit others to:

- 7.7.4.1 use UWS-L outside the country of delivery;
- 7.7.4.2 reverse engineer, compile, decompile, or disassemble all or any portion of UWS-L except to the extent expressly permitted under applicable law, and only if Philips has failed to provide Customer with data and/or information for the purpose of ensuring interoperability of UWS-L with other software products within a reasonable period after being requested in writing to do so;
- 7.7.4.3 modify, expand or otherwise adapt all or any portion of UWS-L for any purpose whatsoever except to the extent permitted under applicable law and only if, before correcting an error, Customer permits Philips to correct the error itself and Philips has been unable to do so;
- 7.7.4.4 divide UWS-L into individual components for use on more than one computer; or
- 7.7.4.5 copy or reproduce UWS-L and/or the User Documentation, save as expressly permitted in

these Conditions of Sale (which for the avoidance of doubt include these additional terms).

7.8 Volume-Based License and Right of Audit.

- 7.8.1 The one-time license fee for a Volume-based License is calculated according to the number DICOM studies purchased per modality, as specified in the Quotation. Each DICOM study received, stored and/or archived by the archiving system connected to UWS-L (whether locally or remotely, as may be applicable), whether or not it is subsequently deleted, is counted.
- 7.8.2 If Customer exceeds the number of DICOM studies purchases by more than ten percent (10%), it must purchase additional DICOM studies from Philips equal to the value of the additional DICOM studies performed.
- 7.8.3 Each DICOM study is counted by the Philips archiving system automatically. Once per year, as well as once within 6 months after any termination or expiration of Customer's license to use UWS-L, Customer will permit Philips to inspect the Philips archiving system, preferably remotely via data transfer, to check whether the number of DICOM studies purchased corresponds to the number of DICOM studies performed per year and per modality. If the DICOM studies cannot be counted automatically by the Philips archiving system, Customer is responsible for counting the DICOM studies and informing Philips of this number on request.
- 7.8.4 If it is determined in accordance with Sections 7.9.2 and 7.9.3 of these additional terms that the number of DICOM studies has been exceeded and Customer has not purchased any additional DICOM studies, Philips will, unless otherwise agreed, invoice Customer for these studies in accordance with the then-current Philips' price list.

7.9 Licensing on a Subscription Basis.

- 7.9.1 In the event that UWS-L is licensed to Customer on a Subscription basis, then Philips grants Customer a non-exclusive, non-transferable and time-limited license, for the initial License Period (being such period as set out in the Quotation) ("Initial License Period") and unless: (i) earlier terminated for cause and/or (ii) either party has given the other written notice of termination no later than ninety (90) days prior to the expiration of the Initial License Period or any applicable Subsequent License Period as defined below, and always subject to Customer's payment of the then applicable fees, the Initial License Period shall automatically renew for successive one (1) year periods ('the Subsequent License Period(s)') and the Initial License Period and any Subsequent License Period(s) shall together be the 'License Period'. During the License Period, Customer shall be entitled to use UWS-L in accordance with the remaining Conditions of Sale and these additional terms:

- 7.9.1.1 the License is limited in terms of volume to the number of DICOM studies per modality (e.g., ultrasound, MRI) and per year, as specified in the Quotation;
- 7.9.1.2 the number of DICOM studies is monitored by Philips further to the processes set out at sections 7.9.1 and 7.9.3 above;
- 7.9.1.3 if Customer exceeds the ordered number of DICOM studies by more than 10% in any twelve (12) month period (each period beginning on the date of commencement of the Initial License Period and renewing annually thereafter), it must purchase the additional DICOM studies from Philips within 30 days after the end of the Initial License Period (or the most recent Subsequent License Period, as applicable) at the latest;
- 7.9.1.4 the number of DICOM studies per License year may be increased at any time during the License Period after prior notification to Philips, with immediate effect, and the License fee shall be adjusted accordingly;
- 7.9.1.5 unused DICOM studies at the end of each License year shall expire and cannot be carried over into the next License year;
- 7.9.1.6 the number of DICOM studies per License year may only be reduced within 30 days' notice to Philips prior to the expiration of the Initial License Period with effect for the next License year as well as subsequent License years under the automatic annual renewal; and
- 7.9.1.7 any License fee may be subject to increase at a rate not to exceed 3% annually or the CPI (Consumer Price Index) (annually adjusted) rate, whichever is higher, at the end of the Initial License Period and/or any given 12 month period thereafter and Customer will be informed of the new fees three months in advance of the end of its Initial License Period and/or any 12 month period thereafter, as applicable. Unless Philips receives notification in writing requesting no automatic renewal from Customer in accordance with Section 7.10.1 (ii), the UWS-L License will be automatically renewed on a Subscription basis subject to the new fee for a further subsequent 12 month period. In the event of termination of the UWS-L License by either Party for any reason, no refund, in full or in part, will be made.

7.10 Software Maintenance and UWS-S Service Product:

- 7.10.1 Only when Customer has purchased UWS-S and/or to the extent set out in the Quotation, and subject always to Customer using the most recent version of UWS-L, Philips provides Customer with the following software maintenance services, which support services are provided remotely via data transfer (for example via VPN connection or remote desktop sharing), provided that in any event transmission is not possible and on-site attendance is required, a further quotation will be submitted to the Customer in advance of such UWS-S services being provided:

- 7.10.1.1 Hotline, Application Support: a customer support hotline (i) to receive bugs and incident reports, (ii) to provide maintenance and advice concerning UWS-L and (iii) for application support purposes (but which support does not replace user training and study of the user documentation);
- 7.10.1.2 Maintenance of Interfaces: subject always to there being no obligation or guarantee regarding the adaptation of interfaces, Philips will endeavor to adapt to changed conditions interfaces with external systems which were established when UWS-L was commissioned (measured value transmission, data formats); However, Philips is not responsible for issues arising from a change by third party software applications.

- 7.10.1.3 Analysis and Troubleshooting of incidents and bugs: subject always to there being no obligation or guarantee to resolve the same or that Philips will do so within a particular time frame, although Philips will endeavor to analyze bugs and incidents in UWS-L which materially affect the use of the same, provided that Customer logs any bugs and incidents arising, including the circumstances in which they occurred, clearly and adequately and makes these documents available to Philips for this purpose, provided always that such UWS-S services do not apply to enhancements incorporated by Customer over and above the interfaces and functions of UWS-L itself and, for the avoidance of doubt, there is also no obligation on Philips to ensure any particular level of uptime availability for UWS-L.
- 7.10.2 Rectification of bugs and incidents that are attributable to (i) improper handling or use contrary to Customer's License to use UWS-L and/or (ii) use of UWS-L in an operating environment other than that agreed and/or (iii) the actions of third parties, force majeure or other influences for which Philips is not responsible is not included in UWS-S but such rectification may be offered by Philips in accordance with a new quotation.
- 7.10.3 Philips will, at its own reasonable discretion, determine the method of bugs and incident rectification to be used which may include rectification of minor bugs and incidents by the provision of an Update or Upgrade to UWS-L and where it is not able to rectify a bug or incident within a reasonable period, Philips will provide Customer with a temporary workaround ("Workaround"). Philips will provide Workarounds, Updates and Upgrades to Customer in object code form at Philips' option (i) as a download, (ii) by electronic data transmission or (iii) on a suitable data medium. Categorization of a software program version level as a 'Workaround', 'Update' or 'Upgrade' is at the reasonable discretion of Philips. Philips shall not be obligated to fix all bugs and incidents. Philips obligation is solely to repair issues that would trigger a warranty obligation repair.
- 7.10.4 Philips will inform Customer of the release of Updates and Upgrades and offer these to Customer either free of charge or for purchase subject to the type of support and maintenance agreement purchased by Customer. The type of support and maintenance services applicable for Subscription licenses is specified on the quote. For Updates and Upgrades provided free of charge, initial installation will be free of charge to Customer but Customer is responsible for requesting such installation from Philips and if re-installation is required for reasons for which Philips is not responsible, re-installation may be offered by Philips for a separate fee.
- 7.10.5 Customer must accept Updates and Upgrades which are provided free of charge (and is responsible for providing the operating environment needed for the Updates and Upgrades to run), unless it cannot reasonably be expected to do so and Customer must notify Philips without delay in writing if this is the case. Where such failure to operate any particular version of UWS-L cannot be attributed to Philips, Philips' obligations with regards to any UWS-S will be suspended for so long as Customer is not operating the current or penultimate version of UWS-L. Philips obligations according to section 7.10.3 will only be reactivated upon Customer operating such current UWS-L version.
- 7.10.6 Unless otherwise stipulated, the period for UWS-S will commence immediately following expiration of the warranty period set out in the Conditions of Sale and Customer may not terminate UWS-S, without the prior written consent of Philips. Upon termination of UWS-S by either Party, for any reason hereunder, no refund, in full or in part, will be made.
- 7.10.7 Any UWS-S fee will be invoiced annually in advance and any additional services separately purchased will be invoiced following performance. Further purchases of UWS-L by Customer will be incorporated into the then current UWS-S agreement automatically, and an agreed sum for such additional services will be added to the annual fee for that current agreement and payable by one separate pro rata invoice issued to cover the period, until the next annual invoice which pro rata invoice will fall due for payment immediately.
- 7.10.8 Any UWS-S fee may be subject to increase at a rate not to exceed three percent (3%) annually or the CPI index (annually adjusted), whichever is higher, at the end of any given 12 month period. Customer will be informed of the new fees three months in advance of the end of its current UWS-S agreement. Unless Philips receives notification in writing requesting no automatic renewal from Customer at any time in advance of the expiration of the then current UWS-S agreement, the UWS-S agreement will be automatically renewed subject to the new fee for a further subsequent 12 month period. In the event of termination of the UWS-S agreement by either Party, for any reason, no refund, in full or in part, will be made.
- 7.11 Acknowledgements. Customer expressly acknowledges and agrees that Philips is not engaged in the practice of medicine and that UWS-L is an information tool only, and is not intended and shall not be used by Customer as a substitute, in whole or in part, for the professional judgment of duly qualified healthcare providers in the process of diagnosis and/or treatment of patients.
- 7.12 Training.
- 7.12.1 Philips will design and provide training for Customer in the use of UWS-L. The objective of the training includes instruction in the functioning of UWS-L and present clinical applications and/or instruction for administrators. To ensure that UWS-L is used correctly by Customer, training must take place within six months of installation of UWS-L.
- 7.12.2 Customer is responsible for organizing training. For training carried out at Customer's premises, this includes providing space for training and making available adequate facilities (e.g. PC, overhead projector, whiteboard, flip chart, other hardware and software). For training given remotely, Customer is responsible for arranging the local services required by it to enable the training to take place.
- 7.12.3 Preparation of training documents is the responsibility of Philips and part of the training service.
- 7.12.4 After completion of any training, Philips will make training documents available to Customer in electronic format. Customer is authorized to duplicate the training documents at its own expense and Philips hereby grants Customer a non-exclusive, worldwide right to use in any form all copyrightable works prepared by Philips in connection with the training (presentations, videos, text, training documents). Customer may not modify these works.

- 7.12.5 Training is provided between 9:00 a.m. to 5:00 p.m. CET/CEST. Monday through Friday each week, except on public holidays. Training may be provided outside these times only by express agreement.
- 7.12.6 Dates for training must be agreed as soon as practicable after Customer is notified by Philips that training is available for scheduling (with a minimum of 30 days' notice between scheduling and date of training). Philips will offer Customer various possible dates. If none of the dates offered is suitable for Customer, Customer must offer Philips various periods of dates during which the training can take place.
- 7.12.7 Philips and Customer agree to comply with the dates scheduled. Should either party experience or anticipate delays, it must inform the other party immediately of the extent and duration of the actual or anticipated delay.
- 7.12.8 If Philips is unable to provide the training on the agreed dates due to a Force Majeure as set out in the Conditions of Sale, illness, or other reasons for which Philips is not responsible, Philips will inform Customer of this without delay. Philips and Customer will together determine how to proceed. Claims for compensation by the Customer are excluded in this case, unless Philips fails to promptly inform Customer.
- 7.12.9 Customer is entitled to postpone the training once for any reason whatsoever. In this case, Customer will endeavor to offer an alternative date in consultation with Philips but if the training is postponed less than four weeks prior to the agreed training date, Customer must compensate Philips for any loss incurred as a result of the postponement.
- 7.12.10 Travel costs and other expenses (e.g., hotel costs, meals) incurred for the purpose of the training will be invoiced separately, as a flat fee, and are not covered by the training fee. A flat fee is payable for each day's training provided. Where training courses are held over multiple non-consecutive dates, an additional day's fee is payable for each unit of training.
- 7.12.11 Customer may cancel a training order by providing notice, in writing, to Philips prior to the scheduled start of the training, but Customer must pay to Philips cancellation costs of, when less than six weeks before the agreed training date, 50% of the net fee, or, when less than three weeks before the agreed training date, 75% of the net fee, plus any applicable tax. Training orders may only be cancelled in accordance with this section.

SCHEDULE 2-A
COLLABORATION LIVE OR REACTS
Rev 24

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following Schedule 2-A shall apply to Collaboration Live and/or Reacts offered in connection with the purchase of an Ultrasound System. If your purchase includes a license to Collaboration Live or the Reacts Platform (the "Software Services"), then the following terms apply in addition to the Conditions of Sale:

1. Definitions.

- 1.1 "Account" means a Reacts User Account. A Reacts User Account includes the Account Information.
- 1.2 "Account Information" means the personal information related to a specific User, the User Content, the Account settings, as well as the Usage Information residing on the Reacts Platform.
- 1.3 "Administrator" means a Philips support agent (the "Philips Administrator") or a Customer Account holder (the "Customer Administrator") that has been granted certain administrative permission(s), such as but not limited to the management of: (i) Accounts, and (ii) Subscriptions.
- 1.4 "Subscription" means an access purchased by the Customer to the Software Services.
- 1.5 "Usage Information" means the information associated with the Software Services.
- 1.6 "User" means an individual accessing any of the Software Services.
- 1.7 "User Content" means any data provided by the User or shared with the User contained in the User's Reacts Library or secure messaging including text, photos, videos, graphics, items, or other materials, all of which will be subject, as applicable, to the Philips Privacy Notice.

2. Customer Responsibilities.

- 2.1 Customer is responsible for its own and each of its User's acts and omissions, including compliance with the End-User License Agreement ("EULA") currently available online at <https://reacts.com/legal/terms>, use of the Software Services, and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.
- 2.2 Customer will obtain and retain all necessary consents, including from patients, before using or granting access to the Software Services for medical purposes, and processing personal information for the purposes of providing the Software Services.
- 2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that the Software Services are not used by patients.
- 2.4 Customer will obtain the consent of its Users to grant Philips access to the Usage Information.
- 2.5 Customer will obtain and maintain all required authorizations, permit(s) and/or register with their local agencies, as necessary, to use the Software Services.
- 2.6 Customer will follow the Collaboration Live Pre-Implementation IT Checklist, which Philips will provide to the Customer.

3. Access to the Software Services.

- 3.1 Customer acknowledges that before using the Software Services, each of its Users must agree to the EULA. Philips makes such terms available to be agreed upon by each User through a click-wrap process enabled at the time such User creates their account information.
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- 3.2 Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that Personal Data may be processed by Philips and/or its affiliate(s) in Canada. Customer is responsible for its own, and its Users, compliance with any local laws, including those laws that permit the processing of Personal Data in Canada.
- 3.3 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
- 3.4 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips' primary support contacts. The Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of the Customer to administrate the Services.
- 3.5 Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures or other

reasons that are beyond Philips' control. Accordingly, Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. Therefore, the primary on-site patient care provider performing the ultrasound procedure must be sufficiently qualified independent of the Software Services to perform an ordered patient procedure.

- 3.6 Philips may modify the Software Services, or any portion thereof. You agree that Philips shall not be liable to you or anyone else if Philips does so.
- 3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of your and/or any User's access to the Software Services and/or termination of applicable Subscriptions. Philips, in its reasonable discretion, will determine what constitutes abusive or excessive usage of its Software Services.
- 3.8 The access to the Software Services starts when the Subscriptions are created, not when they are assigned.
- 3.9 The ability to access the Software Services may require payment of third-party fees, such as telephone toll charges, mobile carrier fees, ISP, data plan, etc. Philips and its Affiliates have no connection to or responsibility for such fees.

4. Further use of System Data.

- 4.1 Customer agrees that Philips may use aggregated data to analyze the performance of its Services. Only when strictly necessary, Philips may use the following Personal Data, IP address and User ID, to ensure that the Services are functioning as intended, are maintained to ensure the appropriate security controls are in place and to meet Philips' regulatory and legal obligations.

5. Retention of the Account Information and User Content.

- 5.1 Philips will retain and grant the Customer or other persons access to Account Information and User Content only to fulfil its obligations under this Agreement or as required or permitted by applicable laws. Once deleted by Philips, the Customer, or the Users, Account Information and User Content cannot be restored.

Schedule 3-A

If applicable and purchased pursuant to the Quotation, the following terms and conditions apply to RightFit Value Limited service:

Plan Type	Value Limited – Ultrasound* Base entitlements for Value Limited – Ultrasound coverage, not including added options listed on Attachment A, are as follows:
Uptime Guarantee	N/A
Labor Coverage	Labor and travel coverage for on-site service from 8am-5pm, M-F, excluding Philips published holidays. Preferential scheduling of service calls for service contract customers
On-site Labor Response	At customer's request, Philips service goal is to be on-site the next business day.
Planned Maintenance	Planned maintenance coverage from 8am-5pm, M-F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Planned Maintenance Inspections will be performed per Philips manufacturing specifications (1 or 2 per year, depending on product).
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Standard Parts Coverage	This provides coverage on parts (excluding transducers) used to maintain and repair the equipment including both hardware and software items. <u>Transducer coverage:</u> One (1) transducer replacement per contract anniversary year for any of the transducers on the system due to failure or accidental damage (excluding TEE and laparoscopic transducers); no roll-over from year-to-year. <u>Additional transducers replacements</u> due to failure or accidental damage at 50% off the Philips Service Exchange Program price. This excludes TEE and laparoscopic transducers.
Parts Delivery	Next Day Parts Delivery. This provides delivery of parts needed during the next standard p.m. business day. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).
Strategic Parts (By Modality)	N/A
Equipment Updates	<u>For Philips Systems</u> – operating system software and hardware reliability updates included. This includes on site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware. <u>For Non-Philips Systems</u> – Mandatory Field Change orders are the responsibility of the OEM.
Lifecycle Solutions Discount	35% discount on the purchase of eligible system upgrades, transducer upgrades and Clinical Education tuition purchased with the upgrade, excluding system platform exchanges.
Remote Services	This supports remote system diagnostics and monitoring, including Remote Desktop and Remote Proactive Monitoring (requires connection to Philips Remote Services network). Philips equipment is connected via an Internet secure single point of access network to our Solutions Center as described in the Terms and Conditions Exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	Telephone support for service repair resolution or engineer dispatch
Clinical Telephone Support	Clinical telephone support (for Philips systems only) from 8am-5pm, M-F.
Solution Enhancements	<u>Access to Philips Customer Services Portal, a self-service online platform to manage your Philips and multi-vendor fleet across modalities and departments. Available 24/7, use the portal to request service support, manage your fleet, see service and system status, schedule maintenance, find contracts & more. Visit philips.com/customer-services-portal to request your portal account and watch the demo.</u>

	<u>On-Board system diagnostics.</u> This provides convenient access to diagnostic data location on the ultrasound system. May not be available on all platforms. NOTE: Philips approved VCRs, B&W printers and static probes used on this system are covered as part of this agreement. Coverage for consumables excluded with the exception of battery coverage for the CX50, CX30 and Sparq.
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***Not Available for Non-Philips Ultrasound Systems**