PHILIPS

SCHEDULE 3
CARDIAC INFORMATICS PORTFOLIO (CAI)
Rev 22

Product Category	Products
Cardiology Informatics (CAI)	
	Hemodynamics (Xper IM, Philips Hemo)
	IntelliSpace Cardiovascular, Cardiovascular Workspace (ISCV)
	IntelliBridge Enterprise Licensed Software (IBE)

1. Definitions.

1.1 Any capitalized term used in this Schedule shall have the meaning ascribed to it in the main body of the Termsand Conditions of Sale.

2. Payment Terms.

2.1 Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt based on the invoice date for each Product as follows:

2.1.1 10% of the purchase price shall be due with Customer's acceptance of the quotation.

2.1.2 70% of the purchase price shall be due on delivery of the major components of the Product to Customer's designated location or Philips' warehouse. Product installation will not begin until Customer has paid this portion of the purchase price.

2.1.3 20% of the purchase price shall be due net thirty (30) days from the date the Product is available for first patient use. Available for first patient use means the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.

3. Installation.

3.1 In addition to the obligations set forth in Section 7 Site Preparation and Installation, Customer installation must begin within eight (8) weeks of receipt of delivered Product and completed within six (6) months or as set forth in the statement of work (SOW), whichever is longer.

4. Customer Room Preparation Responsibilities.

4.1 In addition to the requirements set out in section 7 of the Philips Terms and Conditions of Sale Customer is responsible for the following site preparation and installation activities:

4.1.1 Customer is responsible for all activities and costs necessary to prepare the facility for installation of the Product by Philips. Customer's obligations include, but are not limited to, running all cable in procedure room and network cable to workstations prior to installation.

4.1.2 Prior to acceptance of the quotation, Customer shall obtain from the applicable Philips implementation team any other additional Customer installation preparation requirements in connection with the implementation resulting from unique attributes of Customer's environment and the size of the implementation.

5. Archive Requirement.

5.1 Customer is required to have an archive for any IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) system provided hereunder. If Customer provides its own storage, Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) necessary to manage storage and allow the system to access the storage. Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether Philips provides the storage as a one-time third party add-on item at Customer's request.

6. Certified Hardware.

6.1 Philips shall install the Licensed Software solely on certified hardware pursuant to Philips' specifications where such certified hardware is identified and located on Philips website Hardware Specifications - Philips (http://www.usa.philips.com/healthcare/product/HCNOCTN198/intellispacecardiovascular?int_origin=2_HC_landing_na_us_en_clinical_informatics_cardiology_informatics_more).

7. Storage Sizing.

7.1 To the extent not otherwise stated in the quotation, Philips shall have no obligation or responsibility in connection with providing or managing storage. Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for Cardiology and HCIS picture archive communication system solution. Customer is responsible to determine what storage archive device types and sizes are required to support its IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE), whether through procurement from Philips or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage archive device is best suited to meet its needs. As part of its decision making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by (a) changes in the types and amount of modality equipment used, (b) technician discretion in file size creation, and (c) clinical protocols within a department. Customer is solely responsible for system administration for the IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE), solution, which includes monitoring the storage archive device for its utilization levels

and planning any necessary storage changes as Customer's requirements change.

8. Unauthorized Patches and Anti-Virus Updates.

8.1 Customer's installation or use of (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files i.e. virus definitions); or, (c) upgrades to anti-virus search engines without prior validation testing and approval by Philips (Unauthorized Updates) may adversely affect the functionality and performance of the Licensed Software. Philips shall perform validation testing of certain Microsoft operating systems, and certified anti-virus software as published in the product documentation during the warranty period. Philips shall have no obligation to validate any other third-party operating system or anti-virus software. If Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require Customer to roll back to the most recent operating system . Management of third-party anti-virus software to protect Customer's network infrastructure, Client Devices, the Server, and the Licensed Software application is the sole responsibility of the Customer under this Agreement. Accordingly, anti-virus issue resolution is Customer's sole responsibility and expense.

9. Interfaces.

9.1 Xper IM, Philips Hemo IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software Interfaces (IBE). Philips' obligation to provide any Xper IM, Philips Hemo, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) interfaces is expressly conditioned upon Customer enabling its Hospital Information System (HIS) system to send and receive HL7 messages to and from the applicable Philips products by the date the products are available for first patient use. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

10. Customer Controlled Workflow Tools.

10.1 Certain Philips products contain Customer maintained tools used in the creation and maintenance of interfaces, forms, screens, reports, data mappings, and calculations (Customer Controlled Workflow Tools). Because these tools control what information is presented to the end-user and how the information is presented, Customer must thoroughly test and validate each interface, form, screen, report, mapping, and calculation after making any changes to the Product or to external systems that supply data to the Philips product. Failure to do so could result in information being presented to the end-user is a manner different than originally configured, less desirable to the patient care giver and negatively impacting patient care outcomes. Therefore, prior testing of any of the above changes by the Customer is recommended by Philips. In all cases, Customer is solely responsible for data field population in Philips products directly arising from;

10.1.1 Customer's use of the Customer Controlled Workflow Tools; or,
10.1.2 through the receipt of information delivered from a non- Philips information system that has been modified post project implementation test. These factors are not within Philips control.

11. Frequent Data Backup/Disaster Recovery Responsibility.

11.1 Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or backing up the data and images processed by the Products. Customer may request Philips' assistance in designing a disaster recovery plan; however, Philips accepts no liability whatsoever for the resulting plan or the results of Customer's utilization of such plan. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database, on Philips Products, or an archive, on a daily basis at minimum; however, more frequent backups may be appropriate depending upon the application. It is Customer's sole liability and responsibility to determine such frequency Except to the extent that Customer purchases some or all of the storage solution from Philips, as provided for in Section 7.1 (Storage Sizing), Philips does not provide the storage archive nor Client Devices to be used with the Products. Unless specifically agreed-upon by the parties, storage archive and Client Devices are to be provided by Customer and are not included in the purchase of the Products.

12. Statement of Work (SOW).

12.1 A Statement of Work, if required as defined in the product schedules, must be signed in writing by duly authorized representatives of both parties and submitted with Customer's purchase order. Philips may reject orders in the absence of the Statement of Work.

13. Support Services.

13.1 During the applicable product warranty period, Philips shall provide, at no charge to Customer, Philips' then-current in-warranty service for the products. Customer must provide Philips with remote access to the Products and shall use Philips Remote Service Data Centre (PRSDC) service to enable Philips to access the system to perform its support obligations.

13.2 Warranty exclusions set forth in Section 9.6 of Philips Terms and Conditions of Sale also apply to Support Services hereunder. The conditions that resulted in the exclusion of product warranty coverage, set forth in Section 8.6, shall also apply to any service provided during an in-warranty or post warranty coverage period.

14. Systems Administration Requirement.

14.1 Customer, at all times, shall have a designated systems administrator that has completed systems administration training for the version of the product running at Customer's site. Systems administration training is set forth in the quotation.

15. Migration.

15.1 Philips' standard migration tool set-up service (Migration Tool Set-Up Service) consists of Philips installing a migration solution tool, configuring the migration interface, testing the migration solution tool, and training the Customer to operate

and manage the migration tool for Customer to perform the data migration (Migration Set-up Tool Activities). For the purposes of clarification, Migration Set-Up Activities do not include Philips performing the migration, including starting and stopping the migration tool process, loading off-line media, monitoring the process, and correcting the migrated data (and not any Data Migration Project Management Consulting Service).

15.2 Unless Customer purchases a separate data migration project management consulting service from Philips and signs an SOW clearly indicating that Philips will be performing and managing the data migration on the Customer's behalf (Data Migration Project Management Consulting Service), Philips is responsible solely to perform the Migration Set-Up Activities.

15.3 In all instances, Philips shall have no responsibility under either its Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to: (a) locate missing studies; (b) fix corrupt media or studies; or (c) repair failed Customer legacy hardware discovered during the migration service.

15.4 Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to migrate studies affected by the foregoing events. Additionally, Customer shall have the sole responsibility to estimate the number of studies required to be migrated and to pay any additional costs that result from an inaccurate estimate.