

**Exhibit 9**  
**Additional Terms and Conditions for Technology Maximizer**

**1. Services.**

If Philips Technology Maximizer (“Technology Maximizer”) is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined below and according to the selected Technology Maximizer version.

Technology Maximizer is available in the following versions, subject to availability modality and market variations:

**1.1 Technology Maximizer Essential**

**1.1.1 Maintain Operating System at Philips current standard as follows:**

**1.1.1.1** Philips upgrades core system software release level.

**1.1.1.2** Operating system upgrades.

**1.1.1.3** Safety and security critical patches included with release, approved and communicated by Philips.

**1.1.1.4** Only if operational workflows are modified, clinical training for new or enhanced functionality as part of core system software upgrade.

**1.1.2** Computer hardware replacement to support software upgrade is not included unless specially included in the Quotation.

**1.2 Technology Maximizer Plus**

**1.2.1 Maintain system at Philips current standard as follows:**

**1.2.1.1** Technology Maximizer Essential deliverables.

**1.2.1.2** Software upgrades to licensed software.

**1.2.1.3** Application training for new or enhanced functionality on upgraded licensed software.

**1.2.1.4** Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation.

**1.3 Technology Maximizer Pro**

**1.3.1 Customizable access to future clinical innovation as follows:**

**1.3.1.1** Technology Maximizer Plus deliverables.

**1.3.1.2** Future features and/or applications in clinical suite, as specified in the Quotation as made available and determined by Philips.

**1.3.1.3** Advanced training for new clinical features and/or applications.

**1.4 Technology Maximizer Premium**

**1.4.1 Full access to future clinical innovation across clinical domains as follows:**

**1.4.1.1** Technology Maximizer Pro deliverables.

**1.4.1.2** All future clinical features and/or applications within domain choice as specified in Quotation as made available by Philips for the Equipment.

**2. Under any version of Technology Maximizer included in the Quotation, Philips will upgrade the Equipment (software and hardware) as follows:**

**2.1** Philips will provide the latest available upgrades based on Technology Maximizer version, if any, when made commercially available and as determined by Philips.

**2.2** If Customer has purchased Technology Maximizer “Pro” or “Premium” (as indicated in the Quotation), in addition to the above, Philips will provide new software features and/or applications, if any, when

**2.2.1** made commercially available by Philips after the Effective Date of the Agreement;

**2.2.2** supported by the Equipment hardware configuration;

**2.2.3** intended for use in the “clinical domain” identified in the Quotation or otherwise as explicitly specified in the Quotation.

**2.3** If Philips determines that the new software features and/or application to be provided under Technology Maximizer “Pro” or “Premium” requires any additional software (for example: operating system software, basic application software, or software options) so that it can function properly (“Required Software”) and Customer does not currently have a license to the Required Software, then Philips will

provide, and Customer will accept, the Required Software; any such Required Software will be considered an “upgrade” for purposes of Section 2 below.

- 2.4 Philips makes no representations in number of operating system upgrades or Philips Application upgrades or enhancements that shall be made available to Customer by Philips during the term of this Agreement. The release of all software publishers operating system upgrades is at the sole discretion of the software publisher and, to the extent made available to Philips, are subject to prior validation by Philips, prior to Philips approval, for use with the Equipment. Philips is not obligated to release operating system upgrades to the extent Philips determines such a version would cause material issues to the Equipment, at Philips discretion. This would include without limitation safety issues, processing delays, or image distortion Any upgrades or enhancements to the Philips Application software are subject to regulatory clearance and commercial availability, solely at Philips discretion, during the term of the Agreement. All Philips software application upgrades are subject to the usage and license limitations originally applicable to the Equipment or Philips license software sale.
- 2.5 Technology Maximizer service coverage begins one day following standard initial one-year warranty period or as specified on Quotation. Technology Maximizer service may provide upgrades entitlements if available during first year warranty period, offer of upgrade entitlement during this time is at Philips discretion.
- 2.6 Philips will notify Customer of an Upgrade that is included in Customer’s Technology Maximizer entitlement. Customer must provide written notice (email 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 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 it is delivered, then Customer is entitled to receive it within year of following such expiration and must schedule the installation within this one-year period.

### 3. Conditions.

- 3.1 The upgrades provided under Technology Maximizer:
  - 3.1.1 are available only for the Equipment at the Site;
  - 3.1.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new functionality, applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
  - 3.1.3 may not be sold, transferred, or assigned to any third party;
  - 3.1.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips or as communicated by Philips.
- 3.2 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in the Exhibit Additional Terms and Conditions for Imaging Services.
- 3.3 In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

### 4. Termination.

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