

**Exhibit 3A**  
**Additional Terms and Conditions for Imaging Services**

**1. Services.**

- 1.1** Initial Inspection. Within ninety (90) days following the Effective Date of this Agreement, Philips will inspect each Equipment not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturer specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturer specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rate. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from this Agreement.
- 1.2** Planned Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide planned maintenance Services including general Equipment inspection and planned remedial maintenance activities of non-emergency nature, as well as Equipment monitoring via remote network connection in order to identify potential technical issues with the Equipment and initiate service action to address such potential issue. The so initiated service action will be provided, in most cases, as part of the planned service activities at the Site. Philips will provide such planned maintenance during the hours of coverage (as defined in the Quotation) at a time that is mutually agreed upon. Philips will provide Customer a planned maintenance schedule for the Equipment(s). For Ultrasound Equipment, Philips will not provide planned maintenance Services unless the Equipment's specifications explicitly require such Services and/or such Services have been explicitly included in the Quotation. Trained Philips personnel will perform the planned maintenance activities. Cost incurred through system failure after planned maintenance activities performed will be charged to Customer at the then-current Philips billable rate for parts and labor services, if not covered by the Agreement.
- 1.3** Corrective Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide corrective maintenance Services including repair activities due to Equipment malfunctioning and provide replacement parts, on Exchange Basis (as defined below), as necessary to repair the Equipment, all as indicated in the Quotation. Corrective maintenance can be provided remotely or on-site at Philips' discretion.
- 1.4** Equipment Updates. If Philips determines an Equipment update is necessary to address material Equipment performance issues, Philips will notify Customer, schedule service at a mutually agreeable date and time, and install Equipment updates made available by Philips or the Original Equipment Manufacturer (OEM). Equipment updates mean revisions to Philips or OEM proprietary system software without extending functional capabilities and without hardware changes. Philips will not install operating system software updates or upgrades, or software options or upgrades that are offered separately for sale by the OEM or Philips.
- 1.5** User Quality Control Mode (UQCM, Image Guided Therapy interventional and surgical c-arm systems only). If the Quotation includes UQCM, the following applies: User Quality Control Mode (UQCM) is aimed at verifying and auditing the Azurion's image quality and X-ray dose performance, as well as Image representation on the displays – fast, frequently and flexibly – via the system's user interface in the control room. The UQCM measurements comply with the global industry standard as documented in NEMA XR 27. For frequent Quality Assurance purposes, a five (5)-minute verification protocol has been developed.
- 1.6** EasySwitch (BlueSeal MR Systems only). If the Quotation includes EasySwitch, the following applies: If EasySwitch is used more than two (2) times within a single contract year, Philips will charge Customer for MRI recovery Services at Philips' then current standard rates for time and materials.

**2. Service Coverage.**

- 2.1** Philips will provide the Service elements included in the Agreement as indicated in the Quotation ("Service Coverage"). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage, service or repair parts that are not otherwise included in this Agreement). Any additional services requested beyond the Service Coverage shall be subject to a quotation for demand services based on the prevailing Philips rates for labor and published list price for parts. Additional services will only be provided at the agreed date and time, after acceptance of the provided quotation and in accordance with the Demand Service Terms and Conditions.

- 2.2** Labor and Travel. Unless indicated otherwise in the Quotation, labor, and travel hours (on-site and remote) necessary to perform the Services are included in the Agreement.
- 2.3** Parts. Philips will provide parts necessary for the maintenance of the Equipment on the Site, on Exchange Basis (as defined below), as indicated in the Quotation.
  - 2.3.1** Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.
  - 2.3.2** Parts removed for replacement, and any unused spare part, become the property of Philips and Philips will remove parts from the Site ("Exchange Basis"). Customer may not resell or exchange such parts with any third party. Customer shall make such parts available and return them to Philips or Philips' subcontractor performing the Services. Failure by Customer to return spare and used parts will result in additional invoicing by Philips of the spare part value.
  - 2.3.3** Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer's request and expense.
- 2.4** Hours of Coverage. Philips will provide planned and corrective maintenance Services during the service window hours as indicated in the Quotation excluding Philips recognized public holidays.
- 2.5** Response Time. Philips uses commercially reasonable effort to provide initial/remote response (i.e., call back by a Philips specialist to assess the problem) and on-site response (i.e., start of repair or actions related to repair by Philips on-site) within the response times as listed in the Quotation.
- 2.6** System Availability. Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation. For the avoidance of doubt, unless "Uptime Guarantee" is included in the Quotation, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.
- 2.7** Service Performance Manager.
  - 2.7.1** Philips provides Customer with service performance and Equipment operation data for Equipment covered hereunder ("Service Performance Dashboard and Reporting"). The Service Performance Dashboard and Reporting shows the overall performance information for covered Equipment. Philips does not provide any warranty regarding said data, including without limitation, regarding accuracy and/or usability.
  - 2.7.2** Philips will use reasonable efforts to continuously improve the accuracy of the dashboard representation of insights; however, Philips cannot be held liable in any way for any claim or liability arising due to the use of data/insights for any decisions made in reliance on the data/insight.
  - 2.7.3** The dashboard and insights are delivered via cloud hosted platform and with connectivity to the Site with due care taken to comply with security requirements set forth in the Agreement. The dashboard is made available to Customer via access license for the Term of the Agreement. Customer receives five (5) user licenses per Site for accessing the dashboard as part of the standard dashboard subscription access. Additional user licenses beyond the initial five (5) may be separately made available to Customer upon request. Philips may, in its sole discretion, make changes or cancel any access to the dashboard or features associated with it based on the terms and conditions of the Agreement.
- 2.8** Transition to In-house Support (also known as Transition Assist).
  - 2.8.1** Includes an option to transition from a comprehensive service agreement ("Comprehensive Agreement") to an In-house Support agreement upon the Comprehensive Agreement anniversary date. Completion of Biomedical technical training (sold separately) is required, to gain access to the system diagnostic licensing and tools and service documentation. The option to transition must be elected ninety (90) days prior to the Comprehensive Agreement anniversary. The original Comprehensive Agreement term length must be maintained for the In-house Support agreement and Strategic Parts coverage options are not removable during the agreement term. The transition to an In-house Support agreement can only be done once during the agreement term; however, Customer may transition back to a Comprehensive Service Agreement at any point during the In-house Support agreement term.

## 2.9 Transition to In-house Remote (also known as Transition Assist - Support).

**2.9.1** Transition to In-house Remote Includes an option to transition from an In-house Support agreement to an In-house Remote agreement upon the agreement anniversary date. The option to transition must be elected ninety (90) days prior to the In-house Support agreement anniversary. The original In-house Support agreement term length must be maintained for the In-house Remote agreement. The transition to an In-house Remote agreement can only be done once during the agreement term, however, Customer may transition back to an In-house Support or a Comprehensive Service Agreement at any point during the In-house Remote agreement term.

## 3. Exclusions.

Unless otherwise specified in the Quotation, the Services do not include:

- 3.1** maintaining or repairing third-party products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers, magnet replacement, magnet refrigeration system (coldhead, compressor, chillers, cryogens), MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, special 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), lasers, klystrons and thyratrons, magnetrons, plumbicons, waveguides, attachments, and catheters and/or wires;
- 3.2** maintenance or repair, including the cost thereof, required due to any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to or that disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment or to permit unauthorized access.

## 4. Customer Responsibilities.

- 4.1** During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and guidance provided by Philips from time to time. (For MRI related Services) During the term of this Agreement, Customer shall:
- 4.2** maintain the Site and operating environment in accordance with the Philips specifications, including but not limited to:
  - 4.2.1** ensuring uninterrupted facility power quality for the MR Equipment (including its cryogenic refrigerator system) and for the chilled water system;
  - 4.2.2** ensuring uninterrupted facility chilled water flow, temperature and quality for the MR Equipment (including its cryogenic refrigerator system);
  - 4.2.3** maintain facility temperature and relative humidity;
  - 4.2.4** ensure the static and dynamic B0 environment (magnetic field environment) stability;
  - 4.2.5** prevent any ferromagnetic material from entering the area of the MRI Equipment; all in accordance with the Philips specifications.
- 4.3** never switch off the host computer of the MRI Equipment.
- 4.4** accept remote, centralized magnet 'health' monitoring for all magnet related parameters such as the liquid helium level of the MRI Equipment and the functioning of the MRI Equipment refrigeration system (also known as the "Cold head and Cryo-compressor system").
- 4.5** if the remote connectivity of the MRI Equipment and/or the magnet 'health' monitoring (as described in Section 4.3 above) has not been accepted by Customer and so those have not been established, record and report to Philips on a weekly basis:
  - 4.5.1** the level of the liquid helium of the MRI Equipment; and
  - 4.5.2** the status of the MRI Magnet refrigeration system.
- 4.6** immediately inform Philips in case:
  - 4.6.1** an on-screen message appears on the system computer that helium refill is required; or
  - 4.6.2** the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall

immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

**4.6.3** a sudden, unexpected drop of liquid helium level is encountered; or

**4.6.4** the MRI magnet refrigeration system is out of order and/or not operational.

**4.7** act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

**4.8** timely inform Philips of any planned power outages.

**5. Access to Equipment.**

**5.1** Customer shall make the Equipment available at a mutually agreed day and time. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer to reschedule a mutually agreeable day and time for the service. Customer's failure to make equipment available a second time may constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability. Customer agrees to pay Philips at the then-current demand service rates for the time that Philips' or its subcontractor's personnel waits for access to the Equipment.

**6. Contract Administration.**

**6.1** The Parties will introduce all Equipment listed in the Quotation into an inventory list to register and keep up to date the equipment coverage of the Agreement during the Term. Customer may request the addition of additional system(s) to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. Such equipment will be added to this Agreement after receipt of the signed inventory list modification form. Customer may delete Equipment from the inventory list only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control, and Customer notifies Philips in writing with a sixty (60) days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.