

Schedule 1
Imaging Systems Portfolio (IS) (Rev 25.2)

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD) fka Volcano (capital only)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	OEM Imaging Components (Coils)
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT)
	Radiation Oncology (PROS)

1. Payment Terms

- 1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer (a) 80% of the purchase price upon delivery of the major components of the Product and (b) 20% of the purchase price when the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual. Customer shall pay Philips net 30 days from invoice date.

2. Additional Magnetic Resonance (MR) Terms and Conditions

- 2.1 Customer Installation Obligations
- 2.1.1 Prior to delivery, Customer shall: (i) comply with Philips' specifications and all radio frequency (RF), magnetic shielding, acoustical suppression, and building codes relevant to the Product and (ii) provide detailed information on the proposed helium exhaust pipe, including detailed architectural drawings, a completed Helium Exhaust Pipe Verification Checklist (provided by Philips), and picture(s) showing the helium exhaust pipe discharge.
- 2.1.2 Costs of equipment preservation will be passed to Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of Customer.

Schedule 1-A
MR Subscription (Rev 25.2)

Product Category	Products
Magnetic Resonance (MR)	MRI Software License Packages

The following Schedule 1-A shall apply to Magnetic Resonance Software License Packages offered under the MR Subscription.

1. License Grant

- 1.1 Philips grants to Customer a time-limited, nonexclusive, nontransferable right to use subscription services identified below ("Subscription") solely for Customer's own internal business purposes on the Philips MRI scanner set forth in the Quotation ("Covered System"). The site number of the Covered Systems is set forth in the service agreement for an installed Covered System.
 - 1.1.1 Covered Service Description. Included on the Quotation under NNAN399, describes the Subscription and the applicable fees.
 - 1.1.2 Software Version. Introduces major release with significant new features and functionality.
 - 1.1.3 Software Update. Provides minor enhancements or improvements to performance, maintainability and serviceability.
 - 1.1.4 Software Fix. Corrects Product Defect.

2. Subscription Term

- 2.1 The Subscription term is defined in the Quotation under NNAN399 ("Term") and shall continue unless earlier terminated in accordance with the Quotation. The Subscription will commence on: (a) completion of installation and availability for first patient use for new MRI system installations or (b) the first day of the next calendar month.

3. Subscription Service

- 3.1 The Subscription includes access to all Philips MR software applications for the Covered System that (a) are generally commercially available as of the Quotation execution date and (b) do not require additional hardware. Hardware updates or upgrades are not included unless specifically included hereunder. Annually during the Term, Philips will update the Covered System with any new applications made commercially available by Philips. While Customer subscribes to On Demand Clinical Support (ODCS), Philips will provide Customer with 28 hours of virtual clinical application training within a reasonable time after Philips installs updates and annually thereafter. Philips will provide written marketing materials annually for any new applications.

4. Fees and Payment

- 4.1 Refunds and Cancellation. Fees are: (i) nonrefundable, (ii) not decreased during the Subscription Term based on actual User or data storage usage, and (iii) not cancelable for the Subscription Term.
- 4.2 Subscription Fee. The annual Subscription fee is due at the beginning of the Term and payable in advance according to the payment frequency selected below:
 - ☐ Quarterly Basis
 - ☐ Monthly Basis
 - ☐ Yearly Basis
 - ☐ One-Time Advance Payment

Fees for renewals or Subscriptions added during the Term will be at Philips' current standard price, due at the beginning of the Subscription Term, charged for the full calendar month in which Subscriptions are added, and coterminous with the Term.

5. Subscription Service Requirements

- 5.1 Customer must purchase Technology Maximizer (Plus) and a RightFit Service Agreement prior to commencement of the MR Subscription Term. Customer must purchase On Demand Clinical Support to receive virtual clinical education.

6. Termination

- 6.1 Philips may suspend or terminate Subscription Service with 30 days' written notice if Customer breaches its obligations including timely payment or without notice if Philips has a good faith belief that:
 - 6.1.1 Customer is using Subscription Service for illegal purposes;
 - 6.1.2 the integrity or security of Subscription Service is threatened;
 - 6.1.3 it is necessary to prevent fraud or harm to Philips or Customer;

- 6.1.4 Customer has or will breach its confidentiality obligations, infringe Philips' Intellectual Property rights, or assign or transfer its rights or obligations without consent; or
- 6.1.5 it is required by law.
- 6.2 Upon termination: (i) Customer's right to use Subscription ends; (ii) Customer will immediately pay Philips all fees due including fees for the balance of the Term if Subscription is terminated prior to the end of the current Term; and (iii) licenses will revert to the version prior to the Subscription for previously installed Covered Systems.

7. Post Go-Live Support

- 7.1 Subscription service includes telephone and remote support according to the terms of this schedule.
- 7.2 Philips' standard support generally includes:
 - 7.2.1 commercially reasonable efforts to resolve problems which cause application functionality not to perform substantially as described in the Documentation;
 - 7.2.2 remote assistance and troubleshooting advice for trained Customer personnel to determine cause and address technical problems with Subscription service;
 - 7.2.3 information and status updates for known application functionality technical issues; and
 - 7.2.4 periodic "as available" updates or upgrades to Subscription service. Support may address but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.
- 7.3 Philips will use commercially reasonable efforts to respond to support requests as soon as possible and may not respond in the same day a request is received. Subscription service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Philips' reasonable control. Philips may schedule downtime at any time without notice if Philips reasonably determines that not acting immediately could be harmful to Philips or Customer.
- 7.4 Philips is not responsible or liable for support or Subscription service interruption or problems due to:
 - 7.4.1 Customer systems, information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Customer or its agents;
 - 7.4.2 virus or hacker attacks;
 - 7.4.3 circumstances beyond Philips' reasonable control;
 - 7.4.4 intentional shutdown for emergency intervention or security incidents;
 - 7.4.5 Customer configuration changes;
 - 7.4.6 Customer's failure to comply with Philips' security and upgrade policies;
 - 7.4.7 Internet or other connectivity between Customer's network and Subscription service or Philips' network, or any other network unavailability outside of the Philips network;
 - 7.4.8 training questions or Customer's use of Subscription service; or
 - 7.4.9 acts or omissions of a party other than Philips.

8. Software Versions and Updates

- 8.1 If a new software version or update is made generally available by Philips for the Covered System, and the requirements of the Quotation are satisfied, then Philips will update the Covered System application software during the term of the Quotation as follows:
 - 8.1.1 Philips will provide new software versions and updates of software for existing applications made generally commercially available within a reasonable period after their release.
 - 8.1.2 Functionality. Customer is entitled to additional functionality previously purchased or bundled with the software, if available, in the version or update released on or after the start date of the Terms. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.
- 8.2 To receive a new software version:
 - 8.2.1 Customer must be in compliance with all terms and conditions of this schedule and the Quotation, including access to the Covered System by Philips personnel and payment;
 - 8.2.2 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Schedule; and
 - 8.2.3 The Covered System that will receive the version or update must meet the specifications of the new software version. Customer shall purchase or provide the Covered System hardware or software necessary to meet such specifications.
- 8.3 Unless specifically included elsewhere in the Quotation, software versions and updates do not include implementation services, virus protection software, security patches, custom interface software, operating system

software, or software updates of third-party software (e.g., Citrix) or hardware required to use the update or upgrade, unless otherwise covered under a Technology Maximizer service offering purchased for the Covered System. Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.

- 8.4 Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Covered System under this schedule are subject to the terms and conditions of this schedule, the Quotation, and any license terms and conditions included in the purchase of the Product from Philips or later provided to Customer.

9. Telephone and Remote Support

- 9.1 Telephone Support. Telephone and remote support coverage is included with Subscription services. Technical and clinical telephone and remote support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.
- 9.2 Remote Access & Diagnostics. Philips may remotely access the Covered System to perform support services. Customer shall provide Philips remote access to the Covered System. Philips shall not be responsible for delays arising from Customer's network or IT infrastructure that does not allow for remote dial into the Covered System.
- 9.3 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services (PRS). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of corrective services.
- 9.4 InCenter Access. Philips will provide Customer access to Philips web-based support tool for the system(s) covered under the Quotation.

10. Customer Success Management Services

- 10.1 During the term of the Quotation, Philips will assign a resource familiar with Customer account, key stakeholders, and contract coverage to provide the following:
 - 10.1.1 Annual remote coverage and status meeting to review available entitlements, planning, and service issues.
 - 10.1.2 Prior to delivering any new software version, Philips will coordinate with a Customer-assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.
 - 10.1.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability and other dependencies for the deployment of new software upgrade.

11. Clinical Implementation Services

- 11.1 If included in the Quotation, Philips will provide on-site implementation services for new versions or updates that Customer is entitled to receive under this Quotation, at a time mutually agreed by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of installation and clinical education will vary by new version, update, or fix and will be defined by Philips at Philips' sole discretion.
- 11.2 Go-Live Support. Philips will provide clinical go-live support during the implementation for new version, upgrades, and updates. Go-live support will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version and will be virtual or on-site at Philips' discretion. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.
- 11.3 Clinical Education. Clinical services will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours, at an additional cost. Clinical Education class size is limited to 10 participants. If applicable, Customer will provide a suitable location for on-site classroom education, and Customer will provide full and free access and use of the Covered System for training.
- 11.4 Scheduling. Customer must schedule all clinical implementation services, except online education, at least eight weeks prior to the desired date for Philips to deliver the applicable service.
- 11.5 Travel Expenses. Unless otherwise stated in the Quotation, Philips' travel expenses for all clinical implementation services delivered at Customer site are included in the price described in the Quotation.
- 11.6 Philips will provide the clinical education and product applications training ("Training") that customer has selected.
- 11.7 Training and credits will expire upon termination or expiration of the Quotation.
- 11.8 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.

- 11.9 Trainee(s) must meet the 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.
- 11.10 Training may be conducted at Philips' training facilities, Customer location(s) described in the Quotation, through on-line or remote training, or at a third-party location determined by Philips.
- 11.11 Direct Course Purchase. Customer may purchase individual courses at then current prices.
- 11.12 PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.

12. Customer Responsibilities

- 12.1 System Administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Covered System operation and ensure that proper backup procedures are in place as outlined in the System Installation and Reference Guides.
- 12.2 Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Covered System to connect to Philips Remote Service (PRS). PRS is the basis for Services delivered under this schedule. Customer waives all rights to services and service deliverables under the Quotation unless PRS connectivity is enabled and maintained.
- 12.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Covered System access to Philips (or its third-party vendors) proprietary and confidential information.
- 12.4 Revision Levels. Customer must maintain all associated Covered System hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.
- 12.5 Data Reconstruction. Customer shall follow the recommended daily back-up processes as outlined in the Covered System Installation or Reference Guide. Additionally, Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.
- 12.6 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.
- 12.7 Customer shall be solely responsible for performing daily data back-ups for the Covered System and for cybersecurity protection, including malware and anti-virus for the Covered System, which is not included in the MR Subscription service. Customer shall install and configure anti-virus software pursuant to the Installation manual for the Covered System or risk defects in the Covered Systems function such as performance degradation and slow down. If the defects arise from failure to follow such installation manual, such defects are not covered by the Quotation and Philips may require Customer to reconfigure the anti-virus to the recommended settings.

13. Service Limitations

- 13.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Covered System, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a Covered System failure is attributed to hardware not supported under the Quotation, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 13.2 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of the Quotation.

14. Exclusions

- 14.1 In addition to any exclusions set forth in Schedule 1, the following exclusions apply to MR Subscription:
- 14.2 Any combining of the Covered System with a non-qualified device. A non-qualified device is:
 - 14.2.1 Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Covered System without Philips' approval. Examples include software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
 - 14.2.2 Any product supplied by Philips that has been modified by Customer or any third party;
 - 14.2.3 Any product maintained under the Quotation in which Customer does not allow Philips to incorporate engineering improvements; and

- 14.2.4 Any product that has reached its end of life.
- 14.3 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Covered System.
- 14.4 If the Covered System covered by this Schedule is software only, then notwithstanding anything to the contrary in the Quotation or this Schedule, network, hardware, and parts are not included in the Services.
- 14.5 Viruses arising from Customer's network, customer client devices such as phones, tablets, laptops and desktops, and/or third-party medical devices used by Customer.
- 14.6 Damage caused by fires (including watering systems), floods, and/or use of the Covered System in an environment not meeting the requirements recommended by Philips causing corrosion to the Covered System or other defects to the MR subscription software.

Schedule 1-B

Additional Terms and Conditions for Azurion Release 3 – Technology Maximizer Essential Program (Rev 25.2)

1. Services

- 1.1 Philips Technology Maximizer (alternately referred to as Tech Max) Essential program is included in Customer's purchase of an Azurion Release 3 Product for five years from Product installation date ("Term"). Philips will make available upgrade(s) for the equipment as specified on the Quotation ("Equipment") as outlined below and according to the Quotation to maintain the Equipment at latest configuration including:
 - 1.1.1 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");
 - 1.1.2 Third-party operating system (OS) updates;
 - 1.1.3 Any available safety and security updates, which are included in a major release;
 - 1.1.4 Limited clinical training for new or enhanced functionality if operational workflows are modified as part of an upgrade; and
 - 1.1.5 A one-time computer hardware replacement.

2. Terms and Conditions of Technology Maximizer

- 2.1 Philips will provide Technology Maximizer Essential for the Equipment, identified by its serial number following installation, during the Term.
- 2.2 Technology Maximizer does not include basic Equipment preventive maintenance.
- 2.3 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.
- 2.4 Software Warranty. All Philips Licensed Software upgrades issued under the Quotation are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable) for a warranty period of 90 days.
- 2.5 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
 - 2.5.1 made commercially available by Philips during the Term;
 - 2.5.2 supported by the Equipment hardware and configuration; and
 - 2.5.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.
- 2.6 Upgrade Delivery Process. Philips will notify Customer of a qualifying upgrade. Customer must provide written notice (email is sufficient) during the Term of intent to receive the upgrade. If Customer does not provide written notice of intent to receive the upgrade, then Philips is under no obligation to provide such upgrade. To be eligible to receive the upgrade, Customer must accept an upgrade made available within the Term and have the upgrade scheduled for installation during the Term or within one year following expiration of the Term.
- 2.7 Upgrade Limitations. Upgrades provided under Technology Maximizer may not be sold, transferred, or assigned to any other product or third party
- 2.8 Parts removed for an upgrade become Philips' property.
- 2.9 Availability limitation. If Customer refuses the installation of an upgrade or no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term, no credit or refund is provided. Philips makes no representations in number of upgrades or enhancements made available during the Term. The release of all third-party software publishers' upgrades is at the sole discretion of the software publisher, only to the extent made available to Philips, and 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.

Schedule 1-C
Philips OneSpace Insights (Rev 25.2)

Product Category	Products
OneSpace Insights	The Level 0 Basic/ Premium and Level 1 Premium Enterprise Optimization Services

1. License Service Performance and Inventory Dashboard and Reporting (Level 0)

- 1.1 Philips aims to provide Customer with service performance, operation and inventory data for Products covered hereunder (“Dashboard and Reporting”). The Dashboard and Reporting shows the overall performance information for Products covered under warranty or service contract where data (e.g., logfiles) is generated that can be sent to other sources (e.g., ServiceMax) through Philips Remote Services (PRS).
- 1.2 The Dashboard and Reporting is made available to Customer via an access license for the term defined in the Quotation. Customer receives five user licenses per site for accessing the Dashboard and Reporting as part of the standard access subscription. Additional user licenses may be separately purchased. Philips may suspend any unpaid additional licenses immediately without notice. Philips may, in its sole discretion, make changes or cancel any access to the Dashboard and Reporting or features associated with it based on the terms and conditions of the Quotation. In order to be eligible to use OneSpace Insights, Customer must have post-warranty maintenance and support coverage or in-warranty service coverage for the devices with which they are being used.

2. License Philips OneSpace Insights (Level 1/ Premium)

- 2.1 If included in the Quotation, Philips will provide Customer with Philips OneSpace Insights, in addition to the Dashboard and Reporting. Philips OneSpace Insights license is licensed on a per-Site basis and contains operation data (being utilization, cybersecurity status, dose management and assessment) for equipment covered under an in-warranty or service contract. For the purpose of this Exhibit, “Site” means each physical location of Customer where equipment is located. In order to be eligible to use OneSpace Insights, Customer must have post-warranty maintenance and support coverage or in-warranty service coverage for the devices with which they are being used.

3. Acceptance

- 3.1 Acceptance for Dashboard and Reporting occurs upon receipt of an e-mail notification from Philips that the Dashboards have been enabled to the specific users. Receipt of such e-mail will deem the Dashboard to have been accepted.

Schedule 1-D
CT Collaboration Live and/or Reacts (Rev 25.2)

Product Category	Products
Computed Tomography	Collaboration Live and/or Reacts

The following additional terms and conditions apply to CT Collaboration Live and/or Reacts Service (“Software Services”):

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 (“Philips Administrator”) or a Customer Account holder (“Customer Administrator”) that has been granted certain administrative permission(s), such as but not limited to the management of Accounts and Subscriptions.
- 1.4 “Philips System(s)” means the Philips Product(s) leveraging the Software Services.
- 1.5 “Philips Service(s)” means the Philips Service(s) leveraging the Software Services, including, but not limited to the Remote Support or Education Services.
- 1.6 “Subscription” means an access purchased by the Customer to the Software Services.
- 1.7 “Subscription Term” means the agreed period during which Customer will get access to the Software Services.
- 1.8 “Usage Information” means the information associated with the Software Services.
- 1.9 “User” means an individual accessing any of the Software Services.
- 1.10 “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 and its User’s acts and omissions, including compliance with the End-User License Agreement (EULA) currently available at <https://reacts.com/legal/terms>, use of the Software Services, and security to prevent unauthorized access to Accounts, User Content, and confidential information, including protecting any client devices with anti-virus and appropriate cybersecurity software.
- 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 related to the Software Services.
- 2.3 Customer will ensure that: (a) the Users’ use of the Software Services complies with applicable laws and requirements related personal health information, including medical data and (b) 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 follow the CT Collaboration Live Pre-Implementation IT Checklist provided by Philips.

3. Payment

- 3.1 Unless otherwise stated on a Quotation, Customer shall pay the fee for the Subscription on a monthly, quarterly, or yearly basis in accordance with Philips then-current standard billing practices. All fees shall be non-cancellable and non-refundable, unless specified differently.

4. Access to the Software Services

- 4.1 The Software Services are administered by Philips or its affiliate(s) in Canada and 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.
- 4.2 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
- 4.3 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 Software Services.
- 4.4 Software Services may be interrupted either due to (i) contract termination or suspension; (ii) Customer’s contract breach, including nonpayment; (iii) maintenance or upgrades; or (iv) telecommunication failures or other reasons beyond Philips’ control. Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. All Users must be sufficiently qualified to use the Philips System(s) independent of the Software Services. A patient care provider performing a medical procedure must be sufficiently

qualified independent of the Software Services to perform such procedure. Philips hereby disclaims responsibility for the use of the Software Services in medical settings.

- 4.5 Philips holds the right to do remote updates to Software Services. Philips may modify the Software Services, or any portion thereof. Philips shall not be liable to Customer or any other party if Philips modifies the Software Services.
- 4.6 Abusive use of the Software Services may result in the temporary or permanent suspension of Customer 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.
- 4.7 The access to the Software Services starts when the Subscriptions are made available from Philips to the Customer.
- 4.8 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. Software Services are available for Philips Systems with software version or release level specified in Quotation.

5. Retention of the Account Information and User Content

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

6. Single Sign-On (SSO)

- 6.1 To the extent expressly set forth in a project implementation plan between Customer and Philips outlining an agreement to activate Single Sign-On (SSO) capabilities, the following shall apply:
 - 6.1.1 Customer is responsible for the authentication of its Users;
 - 6.1.2 Customer is responsible for the authentication process of its Users which shall be compliant with security and privacy protocols including, without limitation, validating the identification of its Users and their requested accesses. If there are issues with Customer's authentication services, Philips will not support the API Integration;
 - 6.1.3 Philips can remove, temporarily or permanently, SSO capabilities if there is any security or other incident that could affect the Software Services. Customer shall have appropriate security and privacy technical and organizational measures in place aligned with industry best practices, including but not limited to measures to ensure that Customer will not attempt to defeat, circumvent, or modify security features; and
 - 6.1.4 Users who activate available two-factor-authentication functionality for their Accounts will only benefit from this functionality if they do not elect SSO capabilities.

7. Subscription Term and Termination

- 7.1 When the Software Services are used with CT Products ("CT Software Services"), the following terms apply:
 - 7.1.1 Subscription Term starts, and acceptance is deemed, when Customer places an order and Philips accepts the order.
 - 7.1.2 Upon termination of a Subscription (i) Customer's right to use the Subscription ends; (ii) Customer will cease using the CT Software Services; (iii) Customer will provide access for Philips to render the software inoperable; and (iv) for Customer breach, Customer will immediately pay Philips all fees due including fees for the balance of the Subscription Term if terminated prior to the end of the current Subscription Term, and any cost incurred by Philips following termination.

8. Lifecycle Learning

- 8.1 When the Software Services with CT Products are being used by the Customer for remote training and education-related activities, then the following will apply:
 - 8.1.1 Lifecycle Learning Coverage. Philips will provide the clinical education and product applications trainings throughout lifecycle of the CT Products ("Lifecycle Learning") as specified in the Quotation.
 - 8.1.2 Exclusions. Lifecycle Learning 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.
 - 8.1.3 Scheduling. Lifecycle Learning must be scheduled at least six weeks in advance. Changes to scheduled Lifecycle Learning must be received in writing by Philips at least two weeks prior to scheduled delivery.
 - 8.1.4 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 Lifecycle Learning.
 - 8.1.5 Delivery. Lifecycle Learning will be conducted remotely via CT Collaboration Live Software Services.
 - 8.1.6 Expiration. The Lifecycle Learning entitlements specified in the Quotation shall be consumed within a 12-month period ("Contract Year"). Upon expiry of any Contract Year, the unconsumed entitlements during

- that Contract Year shall cease to exist and cannot be carried over to the next Contract Year.
- 8.1.7 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.