

## **Exhibit 8**

## Terms and Conditions For MR System Coverage, Including Liquid Helium Refill Service (Rev 25.2)

## 1. Services.

Details for MR Cryogen (Helium) Coverage, Magnet Coverage and Cold System Coverage (collectively referred to as Magnet Maintenance Package):

Cryogen (Helium) Coverage: If the Quotation includes the Magnet Maintenance Package or the entitlement for Cryogen (Helium) Coverage and the provision of liquid helium refill service, Philips shall provide liquid helium for the regular planned maintenance of the MRI magnet as required by manufacturer's specifications, subject to Customer's compliance with all the requirements for maintaining the Equipment operating environment as set forth in this Agreement and in Philips specifications, including but not limited to Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services. Standard Helium Replenishment is intended to supply Customer for the normal depletion of helium experienced when the MR equipment is operated as instructed in the Agreement. Philips shall provide, as available, scheduled Standard Helium Replenishment, when required as determined by Philips operating specifications of the MR system type, including labor, transportation, management costs and taxes associated with replenishing the MR equipment with helium product. Standard Helium Replenishment is capped at \$8,000, per MR system (except helium-free, BlueSeal magnet MR systems), per whole contract year, as determined by Philips standard rate at the time of each helium fill. BlueSeal magnet MR systems do not require helium replenishment therefore the helium replenishment cap is \$0. Philips will provide additional helium, billed at Philips standard rate, as available, when required as determined by Philips operating specifications of the MR system type. Standard Helium Replenishment does not include helium consumption caused by the following: physical environment out of compliance with Customers obligations (e.g., power loss, room temp), helium loss due to maintenance provided by a party other than Philips or Philips subcontractors, quench from ERDU, and/or ramp down due to metal objects/projectiles. Any helium replenishment caused by these events shall always be billable events.

Where the Agreement end date does not match the Agreement anniversary date, the helium replenishment cap will be prorated for a partial year. In such cases, the first term would be considered as the partial year and subsequent years would be considered as whole years. For example, for a contract beginning June 1, 2022 and ending November 30, 2027, the Agreement would be considered as having a partial term from June 1, 2022 to November 30, 2022, and having five whole-year terms starting from December 1, 2022 to November 30, 2027. Thus, the helium replenishment cap would be prorated to \$4,000 for the period between June 1, 2022 to November 30, 2022, and the Helium replenishment cap would be \$8,000 for subsequent whole-year terms. Any helium replenishment over the capped amount within the partial- or whole-year period would be billed at Philips standard rate.

- 1.2 Magnet Coverage: Replacement of the system magnet if Philips cannot complete an on-site repair. Includes labor, transportation, replacement of magnet, pump, magnet cool down, shimming, re-assembly, and performance testing as necessary to complete the magnet replacement. Magnet Coverage must be continuous from the end of system warranty and is only valid if Philips supplies maintenance, cold system and cryogen service. Magnet Coverage is available to Customer for no greater than eight years from MR equipment installation date, or MR equipment end of life date as determined by Philips, whichever is sooner. Magnet Coverage excludes any facility alterations that may be necessary to complete the magnet replacement.
- **1.3** Cold System Coverage: Corrective and planned maintenance service for the MR refrigeration system (Cold Head, cryo-compressor, and helium lines).

## 2. Customer responsibilities.

- 2.1 Customer shall allow and maintain the installation of a Real Time Alert System (RTAS) at its Site, as a mandatory requirement for the provision of the liquid helium refill service. RTAS is an intelligent hardware and software-based environmental alerting system that uses sensor technology to continuously monitor key parameters of Customer's MRI equipment and its environment (such as temperature, humidity and magnet status) and issues an automatic alert if it detects that a parameter exceeds a certain threshold. Such alert will be sent by email and/or SMS to designated personnel of Customer and needs to be followed up on by said designated personnel within the timelines prescribed by Philips. Customer shall provide Philips with the necessary contact details of its personnel designated to receive the alerts.
- 2.2 If Customer does not maintain the Site and Equipment operating environment in accordance with the terms of this Agreement and Philips' specifications, including but not limited to Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Services, or in the event



helium loss is attributable to Customer's or any third party's acts or omission (including but not limited to using the Emergency Ramp Down Unit (ERDU) button or not properly following up on incoming RTAS messages), Philips will not be liable for any cost or damages due to the loss of liquid helium, and all such costs will be fully charged to Customer, including but not limited to the costs of liquid helium, including shipment, labor, duties and taxes.