

Schedule 1
Imaging Systems Portfolio (IS) (Rev 26.2)

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)
	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.

3. MR Subscription

- 3.1 If the Quotation includes Magnetic Resonance Imaging (MRI) software license packages offered under an MR subscription ("MR Subscription"), the Quotation is subject to the additional Schedule 1-A (MR Subscription) terms set forth on <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.

Schedule 1-B

Additional Terms and Conditions for Azurion Release 3 – Technology Maximizer Essential Program (Rev 26.2)

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-D
CT Collaboration Live and/or Reacts (Rev 26.2)

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.

Schedule 1-E
Philips OneSpace Insights (Rev 26.2)

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.