

Schedule 2
Ultrasound Systems Portfolio (UL) (Rev 26.2)

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)
	Point of Care (POC UL)

1. Payment Terms

- 1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:
 - 1.1.1 100% of the purchase price shall be due 30 days from Philips' invoice date.
- 1.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.

2. Xtend Coverage

- 2.1 If the Quotation includes Xtend Coverage, the Quotation is subject to the additional Schedule 2-C (Xtend Coverage) 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.

3. Technology Maximizer Service Package

- 3.1 If the Quotation includes Technology Maximizer Service Package, the Quotation is subject to the additional Schedule 2-D (Technology Maximizer Service Package) 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 2-A
Collaboration Live or Reacts (Rev 26.2)

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following schedule will apply if Customer's purchase includes a license to Collaboration Live and/or the Reacts Platform ("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 "Subscription" means an access purchased by Customer to the Software Services.
- 1.5 "Usage Information" means the information associated with the Software Services.
- 1.6 "User" means an individual accessing any of the Software Services.
- 1.7 "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 own and each of its User's acts and omissions, including compliance with the End-User License Agreement (EULA) currently available online at <https://reacts.com/legal/terms>; use of the Software Services; and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information, including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.
- 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 for the purposes of providing the Software Services.
- 2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that 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 obtain and maintain all required authorizations and permit(s), and/or register with their local agencies, as necessary, to use the Software Services.
- 2.6 Customer will follow the Collaboration Live Pre-Implementation IT Checklist, which Philips will provide to Customer.

3. Access to the Software Services

- 3.1 Customer acknowledges that before using the Software Services, each of its User must agree to the EULA. Philips makes such terms available to be agreed upon by each User through a click-wrap process enabled at the time such User creates their account information.
- 3.2 Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that 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.
- 3.3 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
- 3.4 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips' primary support contacts. Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of Customer to administrate the Services.
- 3.5 Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures or other reasons that are beyond Philips' control. Accordingly, Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. Therefore, the primary on-site patient care provider performing the ultrasound procedure must be sufficiently qualified independent of the Software Services to perform an ordered patient procedure.

- 3.6 Philips may modify the Software Services or any portion thereof. Customer agrees that Philips shall not be liable to Customer or any other party if Philips modifies the Software Services.
- 3.7 Abusive or excessive usage 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.
- 3.8 The access to the Software Services starts when the Subscriptions are created, not when they are assigned.
- 3.9 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.

4. Retention of the Account Information and User Content

- 4.1 Philips will retain and grant Customer or other persons 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 by Philips, Customer, or the Users, Account Information and User Content cannot be restored.

**Schedule 2-B
Lumify (Rev 26.2)**

1. Lumify

- 1.1 The following additional terms apply to purchases of Lumify Ultrasound Solutions or Bundles:
 - 1.1.1 Compatible Smart Devices. A compatible smart device and other components as specified in the Product Documentation or Lumify website ("Compatible Smart Device") is required. Philips does not provide maintenance or repair services, anti-virus software or support, or security software for Compatible Smart Devices. If Customer selected Lumify: Outright Purchase, Customer will purchase a Compatible Smart Device at its own expense and install the Lumify software app from the applicable app store ("Lumify App"). If Customer selected Lumify System Bundle, Philips will provide a Compatible Smart Device with the Lumify App pre-installed, and the following terms apply:
 - 1.1.1.1 Customer authorizes Philips to (i) perform basic setup, (ii) install the Lumify App, and (iii) accept on Customer's behalf the applicable end user license agreement, which can be found at http://www.samsung.com/us/common/software_eula.html for Samsung devices or upon request for other devices.
 - 1.1.1.2 Customer agrees to the limited replacement-only warranty coverage for the Compatible Smart Device as identified in the warranty agreement. After the warranty period, Philips shall not be responsible for the performance or functionality of the Lumify App following Customer installation of OEM operating system patches, updates, or upgrades to the Compatible Smart Device.
 - 1.1.2 License. The Lumify App license is limited to use with the Lumify transducer on one or more Compatible Smart Devices and is available via the Google Play Store and the Apple App Store.
 - 1.1.3 Internet connectivity is required to download, register, configure, and update the Lumify App.
 - 1.1.4 Customer agrees to the collection and use of system log information related to the Lumify Ultrasound Solution. See the Privacy Notice for more details.