

PHILIPS GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS WITH EXHIBITS

INDEX

2. ANNEX – DATA PROCESSING ADDENDUM	12
3A. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR IMAGING SYSTEMS	18
3B. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR IMAGING SYSTEMS WITH CUSTOMER’S BIOMED FIRST-LINE SUPPORT	23
4. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR UPTIME GUARANTEE.....	37
5A. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE – PREDICTIVE SYSTEM MONITORING.....	39
5B. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE – REMOTE EXPERT CONNECT	41
5C. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE - REAL TIME ALERT SOLUTION	42
6. EXHIBIT - TERMS AND CONDITIONS FOR LIQUID HELIUM REFILL SERVICE	44
7. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER	45
8A. EXHIBIT - ADDITIONAL TERMS AND CONDITIONS FOR CLINICAL AND TECHNICAL EDUCATION TRAINING (ALL MODALITIES SAVE ULTRASOUND).....	48
8B. EXHIBIT - ADDITIONAL TERMS AND CONDITIONS FOR TECHNICAL AND CLINICAL EDUCATION AND TRAINING (ULTRASOUND ONLY)	49
9. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR ACCIDENTAL DAMAGE PROTECTION (ULTRASOUND AND DXR)	52
10. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR RISK SHARING MODELS.....	55
11. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR EDI (CI AND ICAP)	57
12. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR DIGITAL & COMPUTATIONAL PATHOLOGY	66
ANNEX 1 – ADDITIONAL TERMS FOR PATHOLOGY SOLUTIONS.....	69
13. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR XTEND (ULTRASOUND ONLY)	70

1. GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS

- 1 Services.** The services included in the quotation (the “Quotation”) will be provided by the Philips Entity entering into this customer service agreement with Customer as identified in the Quotation (“Philips”) and these services will be referred to as the “Services”. Philips will provide the Services to Customer on the equipment and software listed in the Quotation (the “Equipment”) that is at the location in the Quotation (the “Site”), and certain Service entitlements will be provided for

the exclusive benefit of the Site, under the terms and conditions described herein, including the Quotation, any Exhibits and attachments, each of which are hereby incorporated (collectively the “Agreement”).

- 2 Access to Equipment.** Customer shall make the Equipment available to Philips at a mutually agreed date and time. If the Equipment is not available at the agreed time, Philips or Customer may attempt to reschedule the Service or cancel the Service. Philips may charge Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.
- 3 Price.** In consideration of the Services to be performed by Philips, Customer shall pay the prices as defined in the Quotation (the “Contract Price”).
 - 3.1 The Contract Price is a gross amount but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax only. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, consumption tax or any other similar tax, Philips will charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer in addition to the Contract Price.
 - 3.2 Philips reserves the right to increase Contract Prices and/or net pricing, during the term of the Agreement, in accordance with the Consumer Price Index published by Statistics New Zealand. Philips shall give written notice together with the Invoice with adjusted Contract Prices and/or net pricing. Such adjustment shall not be retroactive and cannot start before the first year of the contract.
 - 3.3 Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:
 - 3.3.1 the location of the Equipment is changed
 - 3.3.2 any ambient conditions of operation (e.g. installation or de-installation of air-conditioning system) of the Equipment at the location are changed;
 - 3.3.3 any additional equipment is acquired by the Customer which should be added to the inventory list of Equipment;
 - 3.3.4 the Equipment is (partly) removed or taken out of service by Customer; and/or
 - 3.3.5 the incoming main power supply and protective earth configuration is changed, becomes unreliable, or is no longer in accordance with the Equipment specifications.
- 4 Payment.** Unless specifically agreed otherwise in the Quotation, Philips shall invoice Customer quarterly, with an invoice 30 days in advance of the quarter. Customer shall pay the Contract Price to Philips within 30 days from the date of invoice in accordance with the instructions on the invoice. Where any other amount is payable to Philips pursuant to this Agreement, Philips may invoice such amount when it becomes due.
 - 4.1 Customer shall make any payments under this Agreement without any set-off, withholdings or any other deductions.
 - 4.2 Any delay in payments will incur legal interest immediately as from the due date at the maximum rate permitted by applicable law.
 - 4.3 If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Service Agreement or by law, at its option:
 - 4.3.1 withhold or suspend performance under the Service Agreement until all payments by Customer have been received by Philips;
 - 4.3.2 deduct the unpaid amount from any amounts otherwise owed to Customer under any agreement by Philips or any of Philips’ Affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with

Philips ("control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity);

- 4.3.3 declare all sums outstanding to become immediately due and payable under the Agreement;
- 4.3.4 commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees; and/or;
- 4.3.5 terminate this Agreement with 10 days' written notice to Customer.
- 4.4 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

5 Exclusions. The Services do not include, unless specifically agreed otherwise in the Quotation:

- 5.1 servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that are at the Site;
- 5.2 servicing Equipment if contaminated with blood or other potentially infectious substances, disposing of hazardous, infectious, or biomedical waste or material;
- 5.3 service specifically excluded in the Quotation;
- 5.4 any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the Equipment with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the Equipment, including any components, e.g. detectors, transducer, coils, by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with the Equipment, including any components, e.g. detectors, transducer, coils;
- 5.5 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors, or explicitly excluded in the Quotation;
- 5.6 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;
- 5.7 the cost of consumables, accessories and auxiliaries, including but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adaptor cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters etc. as well as any item that hangs off of or, plugs into, a device, unless specifically included in the Agreement;
- 5.8 cosmetic repairs;
- 5.9 the cost of factory reconditioning, rebuilds;

- 5.10 providing any updates or upgrades other than field safety corrective actions (i.e. safety related updates); and
- 5.11 maintenance or repair, including the cost thereof, of third-party, non-Philips branded products, unless specified otherwise in this Agreement;
- 5.12 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.

6 Customer Responsibilities.

- 6.1 During the term of this Agreement, Customer shall:
 - 6.1.1 comply with all applicable laws, rules, and regulations; the Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips;
 - 6.1.2 ensure that the Site is maintained in a clean and sanitary condition; and that the Equipment, product and/or part is decontaminated prior to service, shipping or trade-in as per the instructions in the user manuals;
 - 6.1.3 ensure the proper removal and disposal of any hazardous material;
 - 6.1.4 maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
 - 6.1.5 use the Equipment in accordance with the published manufacturer's operating instructions;
 - 6.1.6 make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;
 - 6.1.7 provide Philips with broadband internet Wi-Fi access for business purposes;
 - 6.1.8 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by:
 - 6.1.8.1 supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Equipment and Customer network, if the router is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;
 - 6.1.8.2 maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
 - 6.1.8.3 allowing Philips to connect to Customer's connected Equipment via an online tool as communicated by Philips, such as Collaboration Live powered by the REACTS Platform or otherwise, for the purpose of servicing the Equipment;
 - 6.1.8.4 providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;
 - 6.1.8.5 supporting the installation of service tools (as stipulated in Section 11) for connection to the Equipment and Customer network and by maintaining such connectivity to enable remote servicing as well as (automatic) downloads and installs of (security) updates of the service tools;
 - 6.1.8.6 maintaining the so established connection throughout the Term (including restraining from any temporary disconnection or disabling of such

connection (e.g. by switching of the host computer of the MRI Equipment));
and

6.1.8.7 facilitating the reconnection by Philips in case any temporary disconnection occurs;

6.2 If Customer fails to provide the access described in Section 6.1.8 above such that the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee and shall:

6.2.1 be responsible for any damage due to such failure;

6.2.2 provide Philips and its subcontractor's service personnel with full and free access to the Equipment at the scheduled service time;

6.2.3 if Philips cannot connect to Customer's system directly, allow Philips to connect with Customer through a smart device using an online tool communicated by Philips such as the REACTS Collaboration Platform to service the Equipment;

6.2.4 if applicable, provide invitation letters and support visa application and travel requirements in case necessary;

6.2.5 timely return defective spare parts to Philips in accordance with the terms of this Agreement; and

6.2.6 ensure that all staff working on the Equipment covered under this Agreement are trained and qualified in accordance with all applicable laws and good industry practice.

6.3 In case Philips issues a field safety notice, notification, initiates a recall or other field safety action, Customer shall fully cooperate with Philips in the execution of such event, including but not limited to:

6.3.1 taking all action(s) listed in the notification;

6.3.2 sending the notification it receives from Philips to all who need to be aware of it within the organization, as well as to other organizations to which the system has been transferred; and

6.3.3 providing Philips with details of any affected systems that have been transferred to other organizations (if any).

7 Warranty Disclaimer. Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support shall be performed in a good and workmanlike manner, subject to applicable service terms of sale, including any exclusions. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided "as is". Philips specifically disclaims all other express or implied warranties including, without limitation, all warranties of merchantability and fitness for a particular purpose.

8 Limitations of Liability

8.1 Philips', Philips' Affiliates' and Philips' subcontractors' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services or otherwise in connection with the Agreement is limited to an amount not to exceed the aggregate amount of Euro 250,000 or the Contract Price stated in the Quotation for the Service that is the basis for the claim, whichever amount is lower. This limitation shall not apply to third party claims for bodily injury or death caused by Philips' gross negligence or willful misconduct.

8.2 In no event shall Philips or its Affiliates or subcontractors be liable for any indirect, punitive, incidental, consequential, or special damages, including without limitation, lost revenues or profits, business interruption, loss of data, or the cost of substitute products or services

whether arising from breach of contract, breach of warranty, negligence, indemnity, strict liability or other tort.

- 8.3 Philips, its Affiliates and subcontractors will have no liability for any assistance Philips provides that is not required under this Agreement.
 - 8.4 Philips, its Affiliates and subcontractors will have no liability for any loss of or inability to use medical or other data stored in goods, including (embedded) software or on other magnetic media, and neither Philips nor Philips' representatives shall be responsible for reloading data in such event.
 - 8.5 Philips, its Affiliates and subcontractors, shall not be liable for any claim for intellectual property infringement arising from the services provided under this Agreement. In executing the services under this Agreement, Philips may use or implement software or hardware updates, modifications or changes. Any intellectual property indemnification associated with any such updates, modifications or changes shall be solely provided under the terms of purchase, if one exists and is applicable, and nothing in this Agreement shall be construed to modify, update, add, replace, or supplement any such intellectual property indemnification.
 - 8.6 The foregoing limitations of liability shall apply notwithstanding anything contained to the contrary in this Agreement.
- 9 **Expected Service Life.** Philips follows strict procedures managing the lifecycle of its products. Such procedures define a minimum period, per equipment, during which phase Philips makes Services available as described in this Agreement. This period for the Equipment(s) under this Agreement is indicated in the Quotation. During or after such period, Philips may determine that its ability to provide the Service is hindered due to unavailability of parts, trained personnel or outdated technology; or that the Equipment can no longer be maintained in a safe and effective manner as determined by Philips. Philips will timely and proactively notify or make notification available to Customer electronically about the approaching of such dates. Customer hereby acknowledges that upon such notices, Philips may without liability for doing so terminate this Agreement (or part thereof), remove such Equipment from the inventory list, and adjust the coverage of the Agreement. In such event Philips' sole obligation shall be to provide Customer with a refund of any Customer pre-payments for periods and parts of Service not yet rendered, unless the Parties agree to replace such Equipment on the inventory list of Equipment with another equipment purchased by Customer from Philips either as a new product or via an upgrade program offered by Philips to the Equipment; or modify the terms of this Agreement with regard to the Service provided on the Equipment. Such agreement of the Parties will be signed in writing and incorporated into this Agreement.
- 10 **Adulterated Systems.** If Philips determines that the Equipment has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Quotation, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet rendered or parts not yet provided.
- 11 **Proprietary Service Materials.** In connection with the Services, Philips may deliver or transmit to the Site certain proprietary service materials (including software, hardware, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this

property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer hereby consents to this delivery, storage, attachment, installation and use of such proprietary service materials, and consents to the presence of a Philips' locked cabinet or box at the Site for storage of this property, and to Philips' removal of all or any part of this property at any time, all without charge to Philips. Customer agrees to return any service tools that are no longer required on-site to Philips and to take responsibility for exportation, duties, fees and transport cost, all in accordance with Philips' instructions. Failure to do this entitles Philips to invoice Customer for the value of the respective tool. Customer will protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party and Customer will be liable for any violation thereof. Customer shall immediately report to Philips any violation of this provision.

12 Confidentiality. Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will use the disclosed information solely for the purposes of this Agreement and exercising its rights thereunder and will disclose such information only to its employees and in the case of Philips its Affiliates and subcontractors having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Agreement terminates or expires. In the event a party is required by law or court order to disclose the other party's confidential information, it shall first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality will result in irreparable harm to the disclosing party for which there will be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party shall be entitled to seek an injunction to prevent any further breach of this Agreement by the receiving party.

13 Privacy and Personal Data protection.

- 13.1 Each party will comply with applicable data protection laws governing the protection of personal data in relation to their respective obligations under this Agreement.
- 13.2 Where Philips independently processes personal data originating from the Customer (such as personal data relating to Customer's personnel or other natural persons processed to manage the commercial relationship with the Customer and/or to comply with applicable laws), Philips will process such personal data in accordance with the Philips Privacy Notice, available at <https://www.philips.com/privacy>.
- 13.3 Where Philips – for the provision of the Services – processes personal data on behalf and under the instructions of the Customer (such as personal data relating to Customer's patients or other natural persons processed to provide the Services), the data processing addendum (DPA) incorporated in Exhibit 2 of this Agreement applies.
- 13.4 If Parties have separately agreed on a data processing agreement that covers the provision of the relevant Services, such data processing agreement shall apply and the data processing addendum incorporated in Annex 2 of this Agreement will not apply. If Parties

have not separately agreed on a data processing agreement that covers the provision of the relevant Services, the data processing addendum (DPA) incorporated in Annex 2 of this Agreement applies.

14 Use of Data.

14.1 Customer authorizes Philips and/or its Affiliates to use any data generated by the Equipment or its use and/or otherwise provided by Customer to Philips – excluding personal data processed by Philips on behalf and under the instructions of Customer under the applicable data processing addendum (DPA) -for the following Purposes: i. performing any agreement with the Customer or activities related to such agreement; ii. assessing Customer's or third party's claims (e.g. regarding malfunctions) related to the Equipment; iii. monitoring and maintaining the functioning, safety and security of the Equipment or Services and/or the intellectual property therein and ensuring quality control; iv. complying with applicable laws, including obligations imposed on Philips in its capacity as manufacturer of Equipment under product and sector-specific regulations and standards; v. improving the functioning of any product or service offered by Philips; vi. developing new products or services, including artificial intelligence (AI) solutions; vii. validating product or service performance and substantiating technical or marketing claims; viii. generating anonymized or aggregated data or creating derived data, for any lawful purpose; ix. sharing these data with third parties provided that: the third party uses the data only to support Philips in carrying out the purposes listed above, or to pursue those purposes together with Philips. Philips undertakes to apply appropriate protective measures for the data that are reasonable in the circumstances, considering the state of science and technology, and the costs associated with the protective measures.

14.2. In the event Philips is required by applicable law to share data that may include trade secrets with the Customer (or designated third-party recipient of Customers' choice), Philips retains the discretion to decline the request or suspend any ongoing data sharing (if already initiated) due to trade secret protection concerns. Philips may exercise this discretion where: i) Philips determines the requested data qualifies as a trade secret under applicable law; ii) its disclosure could reasonably be expected to cause serious economic harm to Philips or to a third-party trade secret holder; and iii) the Parties are unable, despite good faith efforts, to reach an agreement on adequate technical and organizational protective measures. If Philips agrees to disclose data containing trade secrets, in addition to any terms and conditions specified in a separate agreement, Customer shall: i) implement and maintain appropriate legal, technical, and organizational measures to ensure the confidentiality, integrity, and lawful processing of such data; ii) refrain from disclosing such data to third parties without Philips' prior written authorization; iii) remain fully liable for any unauthorized use, disclosure, or breach; and iv) not modify, disable, or circumvent any technical protection measures implemented by Philips.

15. Export Control. Customer understands that certain transactions of Philips are subject to export control and sanctions laws and regulations, including but not limited to those of the UN, EU or US ("Export Regulations") which prohibit export, re-export, transfer or diversion of certain products, technology, software and services to certain countries, entities and/or persons. The provision of Services may be subject to the granting of governmental export licenses. If such licenses or an end-

user statement are required, Philips will contact Customer immediately and Customer shall provide Philips with such documents on first request. Philips may suspend its obligation to fulfil any order or subsequent Service if the delivery is restricted under Export Regulations or an export/import license is not granted by relevant authorities. In case of such suspension Philips will not incur any liability towards Customer other than reimbursing any amounts received for Services not yet rendered in compliance with Export Regulations. Customer warrants that it complies with relevant Export Regulations to ensure that replacement and replaced parts are not used for any purposes prohibited by Export Regulations. Customer warrants that replacement and replaced parts must not be resold, transferred, or otherwise disposed of, to any country, to any person or entity, if required, without first obtaining approval from relevant government authorities defined by Export Regulations and/or set forth in export license. Customer shall inform Philips in writing of any resale or (re-) export of replacement and replaced parts in order to comply with Export Regulations and any other legal responsibilities governing the sale of replacement and replaced parts, including but not limited to, requirements on end-user/end-use controls and traceability of replacement and replaced parts, that may apply to Philips. Philips, its Affiliates and subcontractors shall be indemnified and held harmless for any damages that may be asserted against or incurred by Philips as a result of Customer's breach of this Section.

16 Subcontracts and Assignments. Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

17 Term and Termination.

17.1 The term of this Agreement is set forth in the Quotation and shall -unless to the extent in violation of applicable law- automatically renew for subsequent one-year periods (i) unless a Party notifies the other Party at least 30 days prior to the end of the term or (ii) as provided in this Agreement.

17.2 Either Party may terminate this Agreement upon written notice in the event that the other Party becomes or is deemed to be insolvent, discontinues business, is unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other Party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction. If the Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, the Customer's financial obligations to Philips shall remain in full force and effect.

17.3 Customer may terminate this Agreement, wholly or partially, upon 60 days written notice to Philips:

17.3.1 representing that any of the Equipment is being permanently removed from the Site and is not being used in any other Customer site, or

17.3.2 specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such 60 days' notice period.

17.4 Philips may terminate this Agreement, wholly or partially:

17.4.1 if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within sixty (60) days of a written notice;

17.4.2 as described in Section 4 (Payment) and Section 9 (Expected Service Life).

- 18 Independent Contractor.** Philips is Customer's independent contractor. Nothing in this Agreement shall be construed to designate Philips or Philips' employees or Philips' subcontractor or any of its employees as Customer employees, agents or partners. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' or other representatives' acts or omissions related to any Services that are performed by Customer's employees or representatives under this Agreement.
- 19 Force Majeure.** Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors. If force majeure prevents Philips from performing any obligation arising out of the sale, Philips shall not be liable to the Customer for any compensation, reimbursement, or damages.
- 20 Survival, Waiver, Severability.** Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective.
- 21 Notices.** Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.
- 22 Governing Law and Dispute Resolution.** This Agreement shall be governed by and is construed in accordance with the laws of the country where Customer is located, without regard to the principles of choice of law. The competent court of country where Customer is located shall have exclusive jurisdiction in case of any dispute between the Parties in connection with this Agreement. Notwithstanding the foregoing, Philips is entitled to start local legal proceedings in order to recover overdue payments, to seek interim relief, and/or to request interim conservatory measures to be taken in order to secure its interests under this Agreement.
- 23 Entire Agreement.** This Agreement, including all applicable Exhibits as specified in the Quotation, constitutes the entire understanding of the Parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are expressly rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The Quotation and the service specific Exhibits listed on the face of this Agreement, and any associated attachments, are incorporated herein as they apply to the Services listed on the Quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an Exhibit conflict with terms set forth in these "General Customer Service Terms and Conditions", the terms set forth in the other Exhibits shall govern with the exception of Section 8 hereof. If any terms set forth in this "General Customer Service

Terms and Conditions” or an Exhibit conflict with terms set forth in the Quotation, the terms set forth in the Quotation shall govern. For avoidance of doubt, a reference to ‘Imaging Systems’ equals a reference to services to Philips’ MRI, CT/AMI, DXR, Ultrasound, IGT-Systems.

- 24 Amendment.** Save and except for items where Philips has retained the right to unilaterally amend the terms of this Agreement, this Agreement may not be amended except by written instrument signed by both Parties.
- 25 Authority to Execute.** The Parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy of this Agreement or any such counterpart is deemed the equivalent of an original and any such copy constitute evidence of the existence of this Agreement.

2. ANNEX – DATA PROCESSING ADDENDUM

1 Scope and roles of the Parties.

- 1.1 Scope: This data processing addendum (“DPA”) applies when Personal Data are provided to Philips and Processed by Philips on behalf and by instruction of Customer for the provision of the Services (“Customer Data”). This DPA is governed by the terms of the Agreement between Philips and Customer (“Parties”). By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under mandatory laws and regulations of a country (“Applicable Laws”), in the name and on behalf of Customer’s Affiliates.
- 1.2 Roles of the Parties: Parties acknowledge and agree that with regard to the Processing of Customer Data, Philips will act as Processor for Customer, who acts as Controller (or Processor). If Customer is a Processor, Customer warrants that its instructions and actions with respect to the Customer Data have been authorized by the Original Controller.

2 Details of the processing.

- 2.1 Processing of Customer Data: The subject-matter of the Processing of Customer Data is the provision of the Philips Services, as described in the Agreement. The nature of the Processing of Customer Data includes hosting of Personal Data (e.g. cloud offerings); and/or administration, management, installation, configuration, migration, maintenance and support or any other Philips Services requiring processing (e.g. remote access to) of Customer Data stored in the cloud or on Customer’s IT systems (e.g. service offerings). The purpose of the data processing under this DPA is the provision of the Philips Services initiated by Customer from time to time. The categories of Individuals whose Personal Data will be subject to Processing include any individuals whose Personal Data is provided by Customer or its Original Controllers to Philips via the Philips Services or for the provision of the Philips Services, such as patients or Customer’s personnel, suppliers, business partners, and end-users. Depending on the Services, the categories of Customer Data Processed/transferred may include any Personal Data provided to Philips in connection with the provision of the Services, such as contact and user information, identifiers, health-related information (including, where applicable, genetic and biometric data) and other Personal Data which users enter into the Equipment or Services. As between Philips and Customer, the duration of the data processing under this DPA is determined by the Customer. Subject to the termination clause of this DPA, Philips will Process Customer Data for the duration of the Agreement, unless otherwise agreed upon in writing. Further information on the processing of Customer Data may be provided to Customer, upon request.

- 3 Obligations of Customer. Customer shall Process Customer Data in compliance with Applicable Data Protection Law, including when acquiring Customer Data and when instructing Philips to Process Customer Data.

4 Obligations of Philips.

- 4.1 Customer instructions: Customer instructs Philips to Process Customer Data: (i) on behalf of Customer; (ii) in accordance with Customer’s instructions as documented in this DPA; (iii) for the provision of the Services, including monitoring and maintaining the functioning, safety and security of the Equipment or Services or providing support related to the Services and (iv) to the extent necessary to comply with applicable law to which Philips is subject, including obligations imposed on Philips in its capacity as manufacturer under product and sector-specific regulations and standards. The Parties agree that this DPA and the Agreement (including Customer providing instructions via the relevant tools used to

operate the Philips Services) constitute Customer's documented instructions regarding Philips's processing of Customer Data. Any additional or alternative instructions on the Processing of Customer Data must be agreed in writing between the Parties. Taking into account the nature of the processing, Customer agrees that it is unlikely that Philips can form an opinion on whether Customer's documented instructions regarding Philips's processing of Customer Data infringe Applicable Data Protection Law. If Philips forms such an opinion, it will immediately inform Customer, in which case, Customer is entitled to withdraw or modify its instructions.

- 4.2 Confidentiality obligations of Philips' personnel: Philips will ensure that its employees and any other person authorized to Process Customer Data: (i) are informed of the confidential nature of the Customer Data; (ii) will have access to Customer Data only to the extent necessary to provide the Philips Services; and (iii) have committed themselves to relevant contractual obligations regarding confidentiality, data protection and security.
- 4.3 Security: Philips shall maintain appropriate technical and organizational measures to safeguard security (including protection against unauthorized or unlawful Processing and Personal Data Breaches), confidentiality and integrity of Customer Data, as set forth in the relevant security documentation provided by Philips in relation to the Philips Services or as otherwise agreed between the Parties.
- 4.4 Personal Data Breach: Philips shall notify Customer, without undue delay, after becoming aware of a Personal Data Breach. Such notification may be delivered to one or more of Customer's representatives by any means Philips selects, including via email. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay. In any case, Philips shall (i) reasonably assist the Customer in ensuring compliance with its Personal Data Breach obligations pursuant to Applicable Data Protection Law, and (ii) initiate respective and reasonable remedy measures. Customer agrees that unsuccessful security incidents that results in no destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data or to any of Philips's equipment or facilities storing Customer Data, will not be subject to this Personal data breach clause.
- 4.5 Individuals' rights: Taking into account the nature of the processing and the information available to Philips, Philips shall take reasonable steps to assist Customer with appropriate technical and organizational measures, insofar as reasonably possible, in the fulfilment of Customer's obligation to respond to requests from an Individual to exercise the privacy and data protection rights as set forth by the Applicable data Protection Law.
- 4.6 Cooperation and audit: Philips shall make available to Customer all information necessary to demonstrate compliance with its obligations under Applicable Data Protection Law. Provided that an audit right is required by Applicable Data Protection Law, Customer shall have the right to audit, by appropriate means and in accordance with this clause, Philips' compliance with the data protection obligations included in this DPA, unless additional audits are necessary under Applicable Data Protection Law. Such audits shall be limited to Customer Data and data processing systems that are relevant for the provision of the Philips Services provided to Customer. Philips may provide to Customer a certification or report issued by a qualified independent third-party assessor that Philips' business processes and procedures involving the Processing of Customer Data comply with this DPA. Customer agrees that these certification or reports shall first be used to address Customer's audit rights under these DPA. If required under Applicable Data Protection Law, and at Customer's costs, Philips will allow for additional audits, including onsite audits at Philips facilities used for the processing of Customer Data, by Customer or an independent, accredited third party audit firm provided they have executed a written confidentiality agreement acceptable to Philips. Audits shall be conducted no more than once per year,

during regular business hours and with minimal disruption to Philips' business and shall be subject to 6 weeks prior notice to Philips.

5 **Sub-Processors.**

- 5.1 **Consent to Sub-Processors' engagement:** Customer hereby grants to Philips a specific authorization for those entities listed on <https://www.philips.com/privacy> ("Sub-Processors") to Process Customer Data. In addition, Customer grants Philips a general authorization to engage other Sub-processors. This authorization constitutes Customer's prior written consent to the outsourcing of the Processing of Customer Data by Philips subject to such outsourcing meeting the requirements in the below clause "Objection to Sub-processors". Philips may remove or add new Sub-processors at any time as long as the requirements in the clause "Objection to Sub-processors" are met.
- 5.2 **Objection to Sub-Processors:** If required under Applicable Data Protection Law, Philips shall inform Customer of any changes to the Sub-Processors listed on the URL specified in the above clause ("Consent to Sub-Processors' engagement"). Customer may object to Philips' use of a new Sub-Processor in case of reasonable and substantiated concerns regarding the protection of Customer Data, by notifying Philips in writing within ten (10) business days after Philips' notification to Customer. If Customer does not inform Philips of any objections within the stipulated period, the new Sub-Processor will be deemed accepted by Customer. In the event Customer objects to a new Sub-Processor, Philips will undertake reasonable efforts to find a mutually acceptable solution and if not found within sixty (60) days, Customer may terminate the Agreement for those Services that cannot be provided without the use of the objected-to new Sub-Processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any Sub-Processor. If Customer does not terminate the affected Philips Services, this shall be taken as an approval of the Sub-Processor by Customer.
- 5.3 **Sub-Processor engagement requirements:** When Philips engages a new Sub-Processor, Philips: (a) shall enter into a written agreement with each Sub-Processor containing data protection obligations not less protective than those in this DPA; and (b) subject to the terms set forth in the Agreement, shall be liable for the acts and omissions of its Sub-Processors regarding the Processing of Customer Data to the same extent Philips would be liable when performing the services of each Sub-Processor itself under the terms of this DPA.

6 **Transfers of Customer Data.** Without prejudice to any applicable data restrictions specified in the Agreement and in the DPA, Customer instructs Philips to process Customer Data in any country in which Philips or its Sub-Processors maintain facilities, as necessary to provide the Philips Services.

7 **Confidentiality of Customer Data.** Philips will not disclose Customer Data to any third party except where such disclosure is necessary to: (i) provide the Philips Services; (ii) comply with the law; or (iii) comply with a valid and binding order of a governmental body or court (such as a subpoena or court order). In the event Philips receives an order from a governmental for disclosure of Customer Data, Philips will use every reasonable effort to redirect the governmental body to request data directly from the Customer. If compelled to disclose Customer Data to a governmental body, Philips will notify the Customer, unless prohibited under applicable law, and,

if prohibited from notifying the Customer, Philips will use all reasonable lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under any applicable laws.

- 8 Termination.** The DPA shall have the same term as the Agreement. Unless differently agreed in writing by the Parties and unless Philips is required by applicable law to retain certain data, upon termination of the relevant Philips Services Philips shall delete Customer Data.

9 Additional country terms.

EEA, Switzerland

If, for the provision of the Philips Services, Customer Data originating from a Customer (or Original Controller) located within the European Economic Area or Switzerland are transferred or made available by Philips or directly by the Customer to a Philips' Sub-Processor located outside the EEA or outside a country recognized by the European Commission as providing an adequate level of data protection, such transfers shall be subject to the transfer mechanisms listed below (which can be directly enforced by the Parties):

- the Philips Processor Binding Corporate Rules (also known as "Philips Privacy Rules - Processor"), accessible on <https://www.philips.com/privacy> and incorporated herein by reference);
- the EU Standard Contractual Clauses. In particular, when Customer is acting as a Controller the Controller-to-Processor module of the EU Standard Contractual Clauses will apply; when Customer is acting as a Processor, the Processor-to-Sub-Processor module of the EU Standard Contractual Clauses will apply. In any case, Philips shall be responsible – and Customer hereby gives a mandate to Philips – to conclude the EU Standard Contractual Clauses covering the relevant Processing activities with its Sub-processors.

If, for the provision of the Philips Services, Customer Data originating from a Customer (or Original Controller) located in Switzerland and the EU Standard Contractual Clauses are used, any reference in the EU Standard Contractual Clauses to the EU General Data Protection Regulation (EU) 2016/679 shall be understood as reference to Applicable Data Protection Law in Switzerland and references to the "competent supervisory authority" shall be interpreted as references to the competent data protection authority in Switzerland. The Parties further agree that the Standard Contractual Clauses shall be governed by the laws of Switzerland.

United Kingdom

If, for the provision of the Philips Services, Customer Data originating from a Customer (or Original Controller) located in the United Kingdom are transferred or made available by Philips or directly by the Customer to a Philips' Sub-Processor located outside the UK, the EEA or outside a country recognized by the UK as providing an adequate level of data protection, such transfers shall be subject to the transfer mechanisms listed below (which can be directly enforced by the Parties) the respective provision of the UK Standard Contractual Clauses. Philips shall be responsible – and Customer hereby gives a mandate to Philips – to conclude the UK Standard Contractual Clauses covering the relevant Processing activities with its Sub-processors. The above provision is valid, unless an alternative appropriate safeguard (such as the UK Binding Corporate Rules Processor) applies.

Russian Federation

If, for the provision of the Philips Services, Philips is Processing Customer Data within the scope of the Data Protection Act No. 152 FZ (i) Customer shall be responsible for the initial collection, recording, systematization, storing, updating, amending, transferring and extraction (collectively "Initial Processing") of such Customer Data; and (ii) Customer hereby represents that it will conduct the Initial Processing in compliance with the laws governing processing and protection of such information. Customer represents that it has obtained the Individual's consent on the transfer (including international transfer) and Processing of Customer Data by Philips and its Sub-Processors.

10 Definitions. For the purposes of the DPA, the following terms are defined (all other terms used in the DPA have the same meaning as in the Agreement):

Affiliate: means (in relation to either Party) any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Applicable Data Protection Law: means all applicable law pertaining to the Processing of Personal Data hereunder.

Customer Data: means Personal Data provided to Philips by the Customer or any Original Controller and Processed by Philips on behalf and under the instruction of Customer for the provision of the Philips Services.

Controller: means the legal entity or natural person which alone or jointly with others determines the purposes and means of Processing of Personal Data.

Customer: means the customer's entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed order forms.

Individual: means any natural person whose Personal Data are Processed by Philips on behalf and under the instructions of Customer.

Original Controller: means any third party (such as an Affiliate of the Customer) acting as Controller which is entitled to use or receive Philips Services under the terms of the Agreement.

Personal Data: means any information relating to an identified or identifiable Individual.

Personal Data Breach: means a breach of Philips' security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to use, Processing of, or access to Customer Data.

Processing: means any operation or set of operations performed on Personal Data, whether or not by automated means, including but not limited to, collecting, viewing, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. "Process" and "Processed" are to be construed accordingly.

Philips Services: means the relevant services (such as cloud offering or service offering) purchased by the Customer under the Agreement and provided by Philips acting in its role as Processor. In

the Agreement, Philips Services as defined herein may be referred to as “Product”, “Service” or “Solution”.

Processor: means the legal entity or natural person which Processes Personal Data on behalf and under the instructions of a Controller.

Sub-Processor: means any further Processor engaged by Philips to Process Customer Data.

Philips: means the Philips’ Affiliate that executed the Agreement.

3A. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR IMAGING SYSTEMS

1 Services.

- 1.1 Initial Inspection. Within 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 manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturers' 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. For the avoidance of doubt, preventive maintenance is included in planned maintenance. If Customer has opted in for Predictive System Monitoring, Philips may combine related activities with Planned Maintenance. 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 incurring through system failure after planned maintenance activities performed will be charged to the Customer at the current Philips billable rate for parts and labor services, if not covered by the contract.
- 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 onsite at Philips' discretion.
- 1.4 Equipment (Software) 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. Philips reserves the right to provide software updates via remote software installation processes or via cloud download function. On-site software installation may be excluded from coverage as specified in the Quotation. In this event, then current Philips labor rates charge will be invoiced separately on a per hour basis.
- 1.5 User Quality Control Mode (UQCM, IGT-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 27-2012. For frequent Quality Assurance purposes a 5-minute verification protocol has been developed.
- 1.6 EasySwitch (MR only). If the Quotation includes EasySwitch, the following applies: Service Support is aimed at reducing additional service costs for recovery in case of:

- (i) An item becomes stuck in the bore,
- (ii) magnet discharge in preparation for a disaster,
- (iii) magnet re-energize after a long-lasting power shut-down or
- (iv) when a MRI system is relocated to a different site.

The support is limited to maintenance for EasySwitch service innovations (controls, integrated discharge and re-energize tools and redundant air- cooled compressor), remote support and guidance for EasySwitch On/Off, on-site FSE recovery (de-energize, re-energize, shim-check, re-shimming if needed). The magnet may need shimming after an EasySwitch On/Off cycle and the shim integrity must be checked. Additional charges for service support apply in case EasySwitch is used beyond these four use cases or more than two times within a single contract year.

2 Service Coverage. 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 is not otherwise included in this Agreement). Any additional services requested beyond the Services 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 this Agreement.

- 2.1 **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. Philips reserves the right to provide remote service labor based on hourly labor charges in cases where travel to Customer Site is not covered in the Quotation. Additionally, Philips reserves the right to separately quote and invoice travel to perform on-site Services whether or not remote, upon Customer request or as stated in the Quotation.
- 2.2 **Parts.** Philips will provide parts necessary for on-site maintenance of the Equipment, on Exchange Basis (as defined below), as indicated in the Quotation.
 - 2.2.1 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.
 - 2.2.2 Parts removed for replacement, and any unused spare part, become the property of Philips and Philips will remove such 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 within 14 days of receipt of new, returnable part will result in additional invoicing by Philips of the spare part list price .
 - 2.2.3 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.
- 2.3 **Hours of Coverage.** Philips will provide the planned maintenance Services during the service window hours as indicated in the Quotation excluding Philips observed public holidays.
- 2.4 **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.
- 2.5 **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.

2.6. OneSpace Insights. Philips aims to provide Customer with service performance and Equipment operation data for Equipment covered hereunder ('Service performance Dashboard and reporting'). OneSpace Insights Dashboards and Reporting shows the overall performance, information for covered Equipment. 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. Philips does not provide any warranty regarding said data, including without limitation, regarding accuracy and/or usability. The dashboard and insights are delivered via cloud hosted platform and with connectivity to Customer site with due care taken to comply with security requirements set out in the existing service contract with Customer, the dashboard are made available to Customer via access license for the term of the contract. Customer receives five (5) user licenses per site for accessing the dashboards as part of the standard dashboard subscription access. Additional user licenses beyond the initial five (5) may be made available upon Customer's request and subject to i) Philips acceptance which is dependent on availability and ii) acceptance of a new Quotation. 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 service contract.

3 Exclusion.

- 3.1 Unless otherwise specified in the Quotation, the Services do not include maintaining or repairing specific Philips products, third-party, non-Philips branded products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, printers of whatever kind, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers, cryogenes), MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, I Ultrasound standard transducers, Ultrasound specialty transducers (probes) (accessory or attach), Ultrasound TEE probes, Ultrasound batteries, 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), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments; also excluded from coverage are small parts such as standard batteries and light bulbs available in retail commerce.
- 3.2 For IGT-Systems only: any costs of replacement of PCs with a shorter defined lifetime than the Equipment and related software upgrades (as necessary). Philips reserve the right to replace such PCs and install the necessary software upgrades (if any) to complete the planned maintenance Service and to invoice the related costs to the Customer. Customer shall issue a purchase order for the replacement without undue delay after the replacement completion. Unless otherwise agreed in writing, payment shall take place within 30 days following the date of the invoice.

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.
- 4.2 For MRI related Services: During the term of this Agreement, Customer shall:
- 4.2.1 maintain the Site and operating environment in accordance with the Philips specifications, including but not limited to:

- 4.2.1.1 ensuring uninterrupted facility power quality for the MR Equipment (including its cryogenic refrigerator system) and for the chilled water system;
- 4.2.1.2 ensuring uninterrupted facility chilled water flow, temperature and quality for the MR Equipment (including its cryogenic refrigerator system);
- 4.2.1.3 maintain facility temperature and relative humidity;
- 4.2.1.4 ensure the static and dynamic B0 environment (magnetic field environment) stability;
- 4.2.1.5 prevent any ferromagnetic material from entering the area of the MRI Equipment;
- 4.2.1.6 all in accordance with the Philips specifications.
- 4.2.2 never switch off the host computer of the MRI Equipment.
- 4.2.3 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").
- 4.2.4 if the remote connectivity of the MRI Equipment and/or the magnet 'health' monitoring (as described in Section 4.2.3. above) has not been accepted by Customer and so those have not been established, record and report to Philips on a weekly basis:
 - 4.2.4.1 the level of the liquid helium of the MRI Equipment; and
 - 4.2.4.2 the status of the MRI Magnet refrigeration system.
- 4.2.5 immediately inform Philips in case:
 - 4.2.5.1 an on-screen message appears on the system computer that helium refill is required; or
 - 4.2.5.2 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);
 - 4.2.5.3 a sudden, unexpected drop of liquid helium level is encountered; or
 - 4.2.5.4 the MRI magnet refrigeration system is out of order and/or not operational;
- 4.2.6 act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition;
- 4.2.7 inform Philips in a timely manner of any planned power outages.
- 4.3 For Mobile MR related Services

Customer shall comply with the instructions for "Transport of MRI system" and adjustment after transport, as specified in the Instructions for Use. In instances of movement of the trailer or relocation of a Philips Mobile MR system, including BlueSeal Mobile System ("Mobile MR System"), customer shall ensure that magnet cooling is maintained. Philips shall not be responsible for any consequences resulting from lack of cooling and/or downtime due to power loss. For BlueSeal Mobile systems, Customer shall not move the system during ramp down mode. Philips shall not be liable for any damage to the system caused by the movement during ramp down mode e.g. due to power loss. Once the Mobile MR System is moved, a change in the systems' magnetic environment can occur. If such occurs, customer shall follow the Instructions for Use for "PIQT" (Periodic Image Quality

Test). Any damage to the Mobile MR System caused as a result of non-compliance of transport instructions, is excluded from service coverage. Philips will have no liability for damages caused by such non-compliance. Service Coverage may be adjusted by Philips if the Mobile MR System is re-located outside of the country in which the Philips legal entity is based, unless another operating area is defined in the Agreement, this includes without limitation, adjusting Service Coverage to the calendars and schedules of the market/region where the system is located. Customer shall notify Philips of the location of the Mobile MR System to be able to deliver services and schedule Planned Maintenance activities. Customer accepts and understands that the response time can be impacted if the Mobile MR System is located outside the core operating areas. The costs of shim adjustment and/or re-shimming are not covered under the Contract Price, additional charges will apply, except if specified in the in the Agreement or EasySwitch is part of the Agreement and the conditions for EasySwitch are met.

- 5 **Access to Equipment.** 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 prevailing demand service rates for the time that Philips' or its subcontractor's personnel waits for access to the Equipment.
- 6 **Contract Administration.** 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 days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.

3B. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR IMAGING SYSTEMS WITH CUSTOMER’S BIOMED FIRST-LINE SUPPORT

- 1 **Services.** 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 is not otherwise included in this Agreement). Any additional services requested beyond the Services 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 this Agreement.
 - 1.1 **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.
 - 1.1.1 If only 2nd line response is included in the Quotation, then prior to receiving such coverage, Customer shall follow the following process. Customer’s trained engineer shall attempt to resolve issue. If Customer’s trained engineer is unable to resolve the issue within the hours then Customer shall contact Philips Customer Solutions Center. If Philips Customer Solutions Center is unable to remotely resolve the issue, Philips shall dispatch an engineer to the Site within the agreed response time. Customer’s engineer will be present during all such visits. If the Equipment requires any major component replacements, (for example: tubes, flat panel detectors, and cold heads), then Philips must be present for such replacements.
 - 1.1.2 If Customer has not purchased labor coverage, Customer may request service outside the Service Coverage. Subject to the availability of personnel, Philips will provide such service and invoice Customer at Philips’ then-current applicable time and material rates.
 - 1.2 **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.
 - 1.2.1 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.
 - 1.2.2 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 the spare and used parts within 14 days of receipt of new returnable part will result in additional invoicing by Philips of the spare part list price.
 - 1.2.3 If only 2nd line response is included in the Quotation, and Customer has not purchased parts coverage, Customer may request parts to maintain, service, or repair the Equipment at the Site, on Exchange Basis. Subject to the availability of such parts, Philips will sell such parts and invoice Customer at Philips’ then current published list price for parts.
 - 1.2.4 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.
 - 1.3 **System Availability.** For the avoidance of doubt, unless “Uptime Guarantee” is purchased, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime or response time.
 - 1.4 **Equipment Maintenance Intellectual Property license (EMIP).** If an EMIP license is included in the Quotation, the terms and conditions of the hereto attached Schedule - Equipment

Maintenance Intellectual Property License Terms apply and will be incorporated into this Agreement.

- 1.5 User Quality Control Mode (UQCM, Image Guided Therapy International 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 27-2012. For frequent Quality Assurance purposes a 5-minute verification protocol has been developed.
- 1.6 EasySwitch (MR only). If the Quotation includes EasySwitch, the following applies:
 - 1.6.1 Service Support is aimed at reducing additional service costs for recovery in case of:
 - (i) item becomes stuck in the bore, (ii) magnet discharge in preparation for a disaster, (iii) magnet re-energize after a long-lasting power shut-down or (iv) when a MRI system is relocated to a different site. The support is limited to maintenance for EasySwitch service innovations (controls, integrated discharge and re-energize tools and redundant air- cooled compressor), remote support and guidance for EasySwitch On/Off, on-site FSE recovery (de-energize, re-energize, shim-check, re-shimming if needed). The magnet may need shimming after an EasySwitch On/Off cycle and the shim integrity must be checked. Additional charges for service support apply in case EasySwitch is used beyond these four use cases or more than two times within a single contract year.

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

- 2.1 unless otherwise specified in the Quotation, maintaining or repairing specific Philips products, third-party, non-Philips branded products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, printers of whatever kind, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chiller, cryogen replacement), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, Ultrasound standard transducers, Ultrasound specialty transducers, (probes) (accessory or attach), Ultrasound TEE probes, Ultrasound batteries 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), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments; also excluded from coverage are small parts such as standard batteries and light bulbs available in retail commerce.
- 2.2 any costs of replacement of PCs with a shorter defined lifetime than the Equipment and related software upgrades (as necessary). Philips has the right to replace such PCs and install the necessary software upgrades (if any) to complete the planned maintenance Service and to invoice the related costs to the Customer. Customer shall issue a purchase order for the replacement without undue delay after the replacement completion. Unless otherwise agreed in writing, payment shall take place within 30 days following the date of the invoice.

3 Customer Responsibilities. During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications. Customer shall maintain an adequate first line response team to perform the activities it needs to perform itself. If Customer is unable to maintain this, it will approach Philips to amend the Quotation accordingly. In case any personnel of Customer is involved in the servicing of the Equipment (1st or 2nd response), Customer shall maintain the Equipment in strict compliance with the planned and corrective maintenance requirements specified by Philips, utilizing replacement parts that meet

Philips' specification. If Customer does not meet these responsibilities, then Philips may terminate any or all of the options specified above and may void any warranty provided herein.

- 4 Access to Equipment.** Customer shall make the Equipment available in accordance with the planned maintenance schedule provided by Philips. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer that Customer has 90 days to make available Equipment for planned maintenance, otherwise customer waives right to service and Philips may delete Equipment from this Agreement. Customer's failure to do so will constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability whatsoever. Customer agrees to pay Philips at the prevailing demand service rates for the time that Philips' or its subcontractor's personnel had to wait before being able to gain access to the Equipment.
- 5 Contract Administration.** 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 60 days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.
- 6 Termination.** If an Equipment Maintenance Intellectual Property license is included in the Quotation, in addition to the termination rights described in the Agreement, Philips may immediately terminate this Agreement (entirely or partially) and the license granted under the hereto attached Schedule - Equipment Maintenance Intellectual Property Customer Service Intellectual Property License Terms without liability to Customer by providing Customer written notice of termination upon any of the events listed in Section 17 (Termination) of Schedule - Equipment Maintenance Intellectual Property Customer Service Intellectual Property License Terms. Customer must notify Philips immediately upon the happening of any of the above events.
- 7 Warranty and Warranty Disclaimer.** Philips warrants that the replacement parts provided as described in Section 1.2.3. of this Exhibit will be free from defects in material and workmanship for a period of 90 days from the date of installation (when installed by Philips) or 30 days from the date the parts were delivered to Customer (when not installed by Philips). For the avoidance of doubt, no such warranty applies to any replacement parts used by Philips in providing its corrective maintenance service. Certain items such as x-ray tubes, photomultiplier tubes, cathode-ray tubes, and high voltage transformers may carry separate warranties that are provided at the time of purchase. This warranty does not include any defect or failure to perform that is the direct or indirect result, in whole or in part, of accident, abuse, misuse, operation of the Equipment in which the part is installed outside of its environmental, electrical or performance specifications, power fluctuations or failures, fires, floods or other similar or dissimilar natural causes, or improper installation or calibration. If a part does not comply with this warranty, as exclusive remedy, upon Customer' prompt return of the part to Philips, Philips shall repair or replace such part. THE WARRANTIES STATED ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS OR ITS SUBCONTRACTOR UNDER THIS EXHIBIT OR



Philips Customer Service Terms and Conditions IR RightFit (May 2026)

THE AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF A NON-CONFORMING PART AND THE REPAIR OF COVERED EQUIPMENT FOR ANY NON-CONFORMING SERVICE.

Equipment Maintenance Intellectual Property License Terms

This Equipment Maintenance Intellectual Property License Agreement ("Equipment Maintenance Intellectual Property License Agreement") is concluded on the effective date of the Agreement ("the Effective Date") between Customer (hereinafter "Licensee") and Philips, as a supplementary agreement to the Service Agreement, to set forth the conditions of Licensee's use of Philips' CSIP.

1 Definitions. The following terms as used herein have the following respective meanings:

- 1.1 "Affiliate", with regard to Philips, means any corporation, company, or other entity, which:
(i) is under the Control of Philips; or (ii) has Control of Philips; or (iii) is under common Control with Philips. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
- 1.2 "Customer Service Intellectual Property" or "CSIP" means individually or collectively documentation, software, tools, and/or know-how and any associated rights and patents, copyright, trade secret in and to such documentation, software, tools, and know-how owned by and proprietary to Philips and/or its Affiliates.
- 1.3 "Designated Employee(s)" means those employee(s) of Licensee's service organization, as identified in writing according to the registration process as defined by Philips (and as may be updated from time to time in writing), designated by Licensee to receive Licensed CSIP for the Licensed Use at Designated Site(s) and that have completed and maintained training and signed the Designated Employees Non-Disclosure Undertaking as affixed to this Equipment Maintenance Intellectual Property License Agreement as Annex A to this Exhibit, prior to access or use of such CSIP.
- 1.4 "Designated Equipment(s)" means the medical equipment manufactured by Philips, as listed (and identified by serial number) in the Quotation (or in any amendment to this Equipment Maintenance Intellectual Property Agreement signed by the authorized representatives of both Parties and referencing the terms of this Equipment Maintenance Intellectual Property License Agreement), for the servicing (as defined by the Licensed Use) of which the Licensed CSIP will be provided by Philips.
- 1.5 "Designated Site(s)" means the location of either Licensee or the end-user/clinical user of the Designated Equipment, as identified in the Quotation, where Designated Equipment(s) has been or will be installed.
- 1.6 "Licensed CSIP" means the CSIP provided by Philips to Licensee under this Equipment Maintenance Intellectual Property License Agreement for the Licensed Use.
- 1.7 "License Fee" has the meaning as defined in Section 4.
- 1.8 "License Term" has the meaning as defined in Section 3.
- 1.9 "Licensed Use" means the lawful use as set forth in the Quotation (or in any amendment to this Equipment Maintenance Intellectual Property License Agreement signed by the authorized representatives of both Parties and referencing the terms of this Agreement) in compliance with the usage rights and restrictions set forth in this Equipment Maintenance Intellectual Property License Agreement.

2 License.

- 2.1 Subject to the terms and conditions herein, Philips hereby grants to Licensee a single, limited, non-exclusive, non-transferable license, without any rights to sublicense, to use the Licensed CSIP, solely by Designated Employee(s) on the Designated Equipment(s) in the Designated Site(s) in compliance with the Licensed Use.
- 2.2 The license may be subject to further restrictions as set forth in Quotation.

3 License Term.

- 3.1 The license granted pursuant to Section 2.1 shall be in effect solely for the period of the associated service agreement for each specified Designated Equipment (or in any amendment to this Equipment Maintenance Intellectual Property License Agreement signed by the authorized representatives of both Parties and referencing the terms of this Agreement) ("License Term") and is subject to termination in the event one of the following occurs prior thereto:
- 3.1.1 termination of this Equipment Maintenance Intellectual Property License Agreement as set forth in Section 13;
 - 3.1.2 with regard to a Designated Employee, when said Designated Employee, for whatever reason, ceases to be a Designated Employee, however it is renewable for the remaining License Term subject to Section 6.3 and 6.4;
 - 3.1.3 with regard to a Designated Equipment, when Licensee ceases to service said Designated Equipment; or
 - 3.1.4 with regard to a Designated Site, in case of the cessation of use at and by the Designated Site, however it is renewable for the remaining License Term subject to prior written notice by Licensee to Philips.

4 License Fees. Licensee shall pay to Philips non-refundable license fees as set forth in the Quotation. Such payment obligation shall be absolute.

5 Rights.

- 5.1 All CSIP, including the media on which they are embodied, shall remain the sole property of Philips.
- 5.2 Except as expressly permitted under this Equipment Maintenance Intellectual Property License Agreement, Licensee shall not, and shall not permit any third party to:
- 5.2.1 copy, reproduce or distribute Licensed CSIP;
 - 5.2.2 assign, sub-license, lease, rent, loan, transfer, disclose, or otherwise make available the Licensed CSIP;
 - 5.2.3 modify, adapt, alter, translate, or create derivative works from any portion of the Licensed CSIP; or
 - 5.2.4 reverse assemble, decompile, disassemble or otherwise attempt to derive source code of the Licensed CSIP.
- 5.3 It is expressly acknowledged and agreed that the Licensed CSIP is licensed under copyrights only and not sold, and any and all references to "sale" or "sold" of any Licensed CSIP shall be deemed to mean a copyright license, and not as transfer of any intellectual property right.
- 5.4 Other than the limited license granted to Licensee under Section 2, nothing in this Equipment Maintenance Intellectual Property License Agreement shall be construed as conferring any license or right to Licensee or obligation on Philips, directly or by implication.

6 Licensee's Duties.

- 6.1 Licensee shall use the Licensed CSIP only in the manner specified herein, and only by Designated Employee(s) on Designated Equipment(s) at Designated Site(s). Furthermore, Licensee shall inform Philips immediately of any changes with respect to Designated Employee(s) and Designated Site(s). For the avoidance of doubt, the Licensed CSIP cannot be transferred by any means to or used with any other equipment than the Designated Equipment.
- 6.2 Licensee warrants that all Designated Employees are Licensee's employees. For the purpose of this Equipment Maintenance Intellectual Property License Agreement, the term "employee", or other words contemplating the same relationship as "employee", will have

the same meaning as when the term is used by the applicable labor law and tax laws in Licensee's country (as distinct from an "independent contractor") to determine whether there is an obligation to withhold income taxes, withhold and/or pay social security taxes, and/or pay unemployment tax on wages paid.

- 6.3 Prior to the disclosure or dissemination of any Licensed CSIP to Licensee's Designated Employee(s) and prior to attending training, Licensee shall deliver an original copy of the signed Designated Employees Non-Disclosure Undertaking, as attached Annex A to this Exhibit, to Philips. The execution by Licensee's Designated Employee(s) of the Designated Employees Non-Disclosure Undertaking and its delivery to Philips is a CONDITION PRECEDENT to Philips' obligation to train or otherwise disclose or disseminate any Licensed CSIP to said Designated Employee(s). Under no circumstances may an employee of Customer be entitled to use CSIP prior to completion of training and signature of a Designated Employees Non-Disclosure Undertaking, as attached as Annex A to this Exhibit.
- 6.4 Licensee shall notify Philips if the Designated Employee(s) employment with Licensee terminates, or Licensee assigns another employee to the Designated Equipment and/or Designated Sites. Upon Philips' request, Licensee shall provide Philips with the then current list of Designated Employee(s) on Designated Equipment(s) at Designated Site(s).
- 6.5 Licensee shall ensure Designated Employee(s) attends training, including any required courses to maintain training certification, and Licensee shall pay training fees for such training. Travel, lodging, and board is not included in such fees and additional cost and expenses to be incurred by Licensee's Designated Employee to attend and complete the training are at the cost of Licensee.
- 6.6 The training will be conducted at Philips' service training facilities, or through remote training options as defined by Philips for the applicable course. Philips may cancel or reschedule courses. Designated Employee(s) must meet the minimum admission requirements set forth in the course syllabus and must satisfy all prerequisites prior to admission. Philips makes no warranty that any Designated Employee(s) will pass all or any portion of the training courses provided or that the training will result in any Designated Employee(s) being qualified or able to troubleshoot and repair any or all possible malfunctions that may occur in the Designated Equipment.
- 6.7 Licensee shall use, and/or cause its Designated Employee(s) to use the utmost effort and care to protect such property from access or disclosure to or use by anyone other than Designated Employee(s), including other employees of Licensee not so designated. In the event that Licensee or any of the Designated Employees, in connection with the maintenance of the Designated Equipment, has access to tangible Licensed CSIP pursuant to this Agreement, Licensee shall keep such Licensed CSIP in a lockable cabinet or box. Licensee shall be liable for unlawful use, including use by third parties such as independent service organizations that access CSIP at Licensee's Designated Site via accessing CSIP in the possession or the responsibility to maintain in confidence by Licensee's Designated Employee and provided under this Agreement.
- 6.8 Except for Designated Employees, no other employee or third party shall engage in the installation, maintenance, repair and/or operation of equipment using the Licensed CSIP, unless such employee or third party has signed a separate license agreement with Philips for the use of the Licensed CSIP. CSIP not provided by Philips are illegally created and/or provided without Philips' authorization. In all cases, independent service providers must purchase a separate license from Philips and may not use a license granted to a healthcare institution.
- 6.9 Licensee shall not modify, or allow the modification of, all or any part of the Licensed CSIP in any manner whatsoever. Any such unauthorized modification to the Licensed CSIP shall be solely owned by Philips and Licensee shall take all reasonable actions needed to perfect such ownership by Philips.

- 6.10 Licensee agrees not to use or permit any person to use an unauthorized copy of all or any part of the Licensed CSIP.
- 6.11 Licensee shall at all times use its best efforts to keep confidential any and all CSIP which it may have access to or acquire in the exercise of its rights or performance of its obligations under this Equipment Maintenance Intellectual Property License Agreement and take all necessary reasonable safeguards to prevent unauthorized use. In support thereof, Licensee shall submit its field service safeguard procedures it shall use for the Licensed CSIP and agrees that all Designated Employees are made aware of the same and abide such procedures as it applies to access and use of the Licensed CSIP. Such procedures shall also indicate the measures Licensee shall take to prevent the introduction of malware or virus software into the Designated Equipment(s) when performing maintenance as well.
- 6.12 Licensee shall not disclose the existence or terms of this Equipment Maintenance Intellectual Property License Agreement, and any other information labelled as “confidential” and shared by Philips in its performance under this Equipment Maintenance Intellectual Property License Agreement, to any third party or to employees that are not a Designated Employee without the prior written consent of Philips, except as may be required by law.

7 Audit, Access to Designated Equipment.

- 7.1 During the Term and for a period of 3 years thereafter, Philips, or its designated representative, shall have the right, to audit all relevant books and records of Licensee and the Designated Equipment(s), including log files to verify Licensee’s compliance with the terms and conditions of this Agreement, including, without limitation, to verify the proper use and payment (if applicable) of the CSIP licensed under this Agreement. Such audit rights will extend to review of any materials needed to determine if additional CSIP should have licensed by Licensee under this (or a related) Agreement or use of the CSIP outside the scope of this Agreement. Such audits will be conducted during normal business hours. Licensee shall willingly co-operate and provide all such assistance in connection with such audit as Philips and/or its auditors may require. The audit will be conducted at Philips’ expense, unless the audit reveals that Licensee has breached any of its obligations under this Agreement or that it has underpaid the amounts owed to Philips by five percent (5%) or more, in which case Licensee will reimburse Philips for all costs and expenses incurred by Philips in connection with such audit.
- 7.2 Licensee shall promptly pay to Philips any amounts due, as revealed by any such audit or audit certificate. If the amount of royalties due to be paid to Philips is greater than the amount of royalties actually paid to Philips, Licensee shall promptly pay any such shortfall, together with interest at the rate of 2% per month (or part thereof) or the maximum rate permitted by applicable law, whichever is lower, calculated from the date on which such sums were due to the date on which such sums are actually paid to Philips.
- 7.3 During the License Term and for a period of 3 years thereafter, Licensee shall not make any attempt, neither allow a third party, to circumvent or undermine Philips’ ability to access Designated Equipment for the above purpose.

8 Disclaimer of Warranty and Limitation of Liability. The Licensed CSIP is provided to, and is accepted by, Licensee ‘AS IS’ without warranty of any kind. Philips expressly disclaims any and all warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that all problems in the

Designated Equipment(s) will be diagnosed or corrected with the use of the CSIP, or that the CSIP is error free.

Except as otherwise prohibited by law, Licensee agrees to indemnify and hold Philips, harmless from any claims, losses, liabilities, damages, costs, penalties, fines and expenses, including, without limitation, reasonable attorneys' fees, brought against, or suffered by, Philips arising directly or indirectly as a result of the use of the Licensed CSIP, or properly maintain the Designated Equipment, by Licensee, except to the extent damage arise from the negligent act or omission of Philips.

IN NO EVENT SHALL PHILIPS, OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DAMAGE TO REPUTATION) IRRESPECTIVE OF WHETHER SUCH DAMAGES RESULT FROM CLAIMS BASED ON TORT, WARRANTY, CONTRACT, INDEMNITY, OR ANY OTHER LEGAL THEORY, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Philips' total liability, if any, is limited to an amount not to exceed the License Fee payable for the Licensed CSIP that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY PHILIPS' NEGLIGENCE.

9 Infringement of Philips' Rights. Licensee shall promptly notify Philips in writing of any unauthorized use, disclosure, transfer, copying or other activity constituting a violation of Philips' rights to which Licensee is or becomes aware. In the event such violation of Philips' rights is committed by a third party, Licensee agrees to cooperate to assist Philips in rectifying any such violations of Philips' rights and in defending Philips's property rights in the CSIP. In the event a Designated Employee is in violation of this Equipment Maintenance Intellectual Property License Agreement or any related agreement, Licensee shall take all necessary action to enjoin further violating activity and to prevent additional occurrences of such activity.

10 Remedies and Liquidated Damages. Licensee hereby acknowledges and agrees that the use, disclosure, transfer and copying of all or any portion of the CSIP by Licensee, the Designated Employee(s), or any of Licensee's employees, agents, or representatives, except as expressly permitted in this Equipment Maintenance Intellectual Property License Agreement, or use without purchasing the required licenses without the express written consent of Philips shall be considered a breach of this Equipment Maintenance Intellectual Property License Agreement.

In the event of breach of this Equipment Maintenance Intellectual Property License Agreement, Philips shall be entitled to all available remedies including without limitation compensation for all damages out of or resulting from said breach, and including without limitation all consequential damages and attorneys' fees incurred by Philips. All remedies under are cumulative and not exclusive.

Considering the substantial investment that Philips and its Affiliates have in the CSIP, Licensee further agrees that a violation by or for it or any of its Designated Employees of any provision of this Equipment Maintenance Intellectual Property License Agreement will cause irreparable injury to Philips and that Philips shall be entitled, in addition to any other rights or remedies Philips may have at law or in equity, to an injunction enjoining and restraining Licensee and/or Designated Employee(s) from doing or continuing to do any such violation or threatened violations of this Equipment Maintenance Intellectual Property License Agreement, without need of posting of a bond prior to the issuance thereof.

Furthermore, except as otherwise provided by law, Licensee agrees to indemnify and hold Philips and its Affiliates harmless from any and all damages resulting from Licensee's or a Designated Employees' breach of this Equipment Maintenance Intellectual Property License Agreement.

Without prejudice to any rights or remedies Philips may have under this Agreement or at law, in any case of unauthorized use of any CSIP by Licensee (including also, but not limited to using CSIP not supplied by Philips), Licensee shall incur liquidated damages of EUR 100,000 (one hundred thousand Euro) to be paid to Philips for each instance of unauthorized use and, such amount, subject to a multiplier of the number of unlawful uses, including without limitation use on the same equipment and by the same person. Licensee hereby acknowledges and agrees that such liquidated damages are a genuine pre-estimate of Philips' loss suffered as a result of the Licensee's breach and is not meant as a sole, exclusive remedy.

11 Third Party Rights. The Licensed CSIP may be accompanied by certain open source software. Such open source software is only governed by its own license conditions. To the extent Philips has provided the Licensee with a copy of these license conditions, Licensee shall comply with them.

12 Feedback. Philips and its Affiliates hereby have the unrestricted right to use, without charge, any feedback provided by Licensee to Philips relating to the Licensed CSIP, in any manner and for any purpose.

13 Termination and Effect of Termination.

13.1 Without prejudice to any other right or remedy of Philips, Philips may, by written notice to Licensee, terminate this Equipment Maintenance Intellectual Property License Agreement and/or the license granted hereunder with immediate effect if:

13.1.1 Licensee fails to make any payment under this Equipment Maintenance Intellectual Property License Agreement to Philips when due; or

13.1.2 Licensee violates or breaches any of the provisions of this Equipment Maintenance Intellectual Property License Agreement (by, including but not limited to, use of Licensed CSIP on non-Designated Equipment; use of Licensed CSIP by non-Designated Employees; use of Licensed CSIP at non-Designated Sites; use of any non-Licensed CSIP; use of Licensed CSIP by Designated Employee who has not taken or maintained the requisite training. For the avoidance of doubt, each of the above actions constitutes material breach of this Equipment Maintenance Intellectual Property License Agreement;

13.1.3 a petition in bankruptcy or winding up petition is filed against Licensee, any proceedings in insolvency or bankruptcy are initiated against Licensee, a trustee or receiver is appointed over Licensee, or any assignment is made for the benefit of creditors of Licensee;

13.1.4 a change of control occurs, meaning (a) the sale of all or substantially all assets of Licensee, or (b) a merger, consolidation or other reorganization of Licensee which results in more than 50% of the voting stock of the resulting or surviving entity being owned or held by persons other than those owning or holding the voting stock in Licensee on the Effective Date, or (c) the sale by one or more stockholders of Licensee, in a single transaction or series of related transactions, of more than 50% of the voting stock of Licensee to one or more third parties who are at the time of such sale unaffiliated with any stockholders of Licensee. Licensee shall inform Philips immediately of any such (anticipated) change of control;

13.1.5 Licensee challenges or attempts to challenge, directly or indirectly the ownership or validity of any Philips CSIP, or otherwise institutes a cause of action or proceeding involving Philips' CSIP;

- 13.1.6 Licensee misappropriates or infringes, or accesses or attempts to access any Philips equipment without authorization to obtain access to any CSIP;
- 13.1.7 in Philips' opinion, the Licensed CSIP is likely to become, the subject of an intellectual property rights infringement claim; or
- 13.1.8 there is a substantial business reason for Philips to terminate; Philips shall not be liable to Licensee by virtue of such termination.
- 13.2 Termination of this Equipment Maintenance Intellectual Property License Agreement for any cause shall not be construed to release any party from any obligation matured to the effective date of such termination. Obligations matured prior thereto shall survive termination.
- 13.3 Upon expiration of any license pursuant to Section 3 above, or termination of this Equipment Maintenance Intellectual Property License Agreement, Licensee shall immediately cease use of any and all Licensed CSIP and, all Licensed CSIP embodied on any tangible media and any device used to access Licensed CSIP shall be immediately returned to Philips including any and all copies or reproductions thereof. An officer of Licensee's institution shall certify that all CSIP has been destroyed promptly upon termination of the Agreement pursuant to Section 13.1.
- 13.4 No portion of the License Fee will be refunded to Licensee in the event of termination of this Equipment Maintenance Intellectual Property License Agreement or the license based on Section 13.1.
- 13.5 The provisions of Section 1, 5, 6.8-6.12, 7, 8, 10, 11, 12, 13 and 14 shall survive the expiration or termination of this Equipment Maintenance Intellectual Property License Agreement.

14 Miscellaneous.

- 14.1 Binding Effect and Assignment. This Equipment Maintenance Intellectual Property License Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Licensee may not assign any of its rights or privileges under this Equipment Maintenance Intellectual Property License Agreement without the prior written consent of Philips.
- 14.2 Export Control. CSIP is subject to export laws and restrictions, including prohibitions from shipping, delivering or providing access to embargoed countries or individuals. Licensee agrees and warrants that it will comply with all applicable international and national export control laws and regulations and that it will not export or re-export, directly or indirectly, any CSIP to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.
- 14.3 Notices. Any notice required under this Equipment Maintenance Intellectual Property License Agreement to be sent by either party shall be given in writing by means of a letter, facsimile or electronic mail directed to the respective addresses as may have been previously specified in writing by either party to the other.
- 14.4 Severability. If any of the provisions of this Equipment Maintenance Intellectual Property License Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate the remainder of this Equipment Maintenance Intellectual Property License Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this Equipment Maintenance Intellectual Property License Agreement. In the event of such finding of invalidity or unenforceability, the Parties will endeavor to substitute forthwith the invalid, or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

- 14.5 Entire Agreement. This Equipment Maintenance Intellectual Property License Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter of this Equipment Maintenance Intellectual Property License Agreement and supersedes, cancels and merges all prior agreements, negotiations, commitments, communications and discussions between the Parties relating to the subject matter hereof. No variation of this Equipment Maintenance Intellectual Property License Agreement shall be binding upon either party unless made in writing and signed by an authorized representative of each of the Parties hereto.
- 14.6 No Waiver. Neither the failure nor the delay of either party to enforce any provision of this Equipment Maintenance Intellectual Property License Agreement shall constitute a waiver of such provision or of the right of each party to enforce each and every provision of this Equipment Maintenance Intellectual Property License Agreement.
- 14.7 Independent contractor. Nothing in this Agreement shall be construed as creating any relationship of agency or partnership between the Parties. Licensee agrees not to represent or imply to any third party that Licensee is an authorized service representative of Philips. Philips and Licensee are independent contractors.
- 14.8 Applicable Law and Jurisdiction. This Equipment Maintenance Intellectual Property License Agreement shall be governed by and construed in accordance with the laws of the country where Licensor is located without giving effect to its conflict of law provisions.
- 14.9 Any dispute between the Parties arising out of or in connection with this Equipment Maintenance Intellectual Property License Agreement (including any question regarding its existence, validity or termination) shall be submitted to the competent courts of country where Licensee is located.
- 14.10 Annex. The following Annex is incorporated into this Equipment Maintenance Intellectual Property License Agreement:

Annex A

Designated Employees Non-Disclosure Undertaking

Name of Designated Employee

Residence Address

In consideration of the information received or to be received by me from Philips, in my role as "Designated Employee" under the Equipment Maintenance Intellectual Property License Agreement signed by my current employer ("Employer") and Philips and in further consideration of Philips' disclosure to me of its proprietary information, I agree to and undertake the following:

"Philips Proprietary Information" means information disclosed to me, known by me, or acquired by me or in my subsequent use of such information in the installation, service, maintenance, or repair of Philips branded equipment(s), including any oral, written, or electronically recorded information, any documentation, software, tools, and/or know-how.

I acknowledge that, in the maintenance of the branded equipment(s), I may receive the benefit of Philips' substantial investment in the Philips Proprietary Information which is not available outside of Philips.

I will treat the Philips Proprietary Information in strict confidence, and will not, directly or indirectly, disclose, reverse engineer, decompile, modify, adapt, translate, create derivative works, disassemble, disseminate, lecture upon, publish, copy, or duplicate any such information without Philips' prior, express, written consent. This obligation to maintain the confidentiality of Philips Proprietary Information will endure permanently.

Upon my employment with my Employer terminating, prior to or upon my retirement, or upon a change in my employment responsibilities wherein my use of the Philips Proprietary Information is no longer required, I will turn over to a designated individual employed by the Employer, all Philips Proprietary Information then in my possession, custody, or control. I will not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, excerpts, or any other documents relating in any way to the Philips Proprietary Information that are entrusted to me at any time during my employment with the Employer. If Employer does not designate an employee or agent to accept the surrender of the information and material as required above, I will immediately inform Philips of these circumstances.

This undertaking and all matters relating to the construction, interpretation, and enforcement thereof will be governed by the country of my residence, without regard to principles of choice of law.

If any provision of this undertaking is determined by a court of competent jurisdiction to be unenforceable, the unenforceable provision may be stricken without affecting the remainder of this undertaking.

By signing this confidentiality undertaking, I acknowledge, agree and accept that Philips has the right to enforce this confidentiality undertaking directly against me irrespective of any other rights or remedies which Philips may have relating to the Philips Proprietary Information under the Equipment Maintenance Intellectual Property License Agreement between Philips and my Employer.

Designated Employee's Signature

Date

4. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR UPTIME GUARANTEE

- 1 **Services.** Philips shall provide to Customer the Uptime Guarantee as specified in the Quotation in accordance with the terms and conditions of this Uptime Guarantee (the “Uptime Guarantee”) on the Equipment listed in the Quotation as having uptime as an entitlement (“Uptime Equipment”). The Uptime Guarantee applies only, and Customer will only be entitled to the benefits of this Uptime Guarantee, if and to the extent Customer fully met all its contractual obligations, including, immediately inform Philips of any problems with the Equipment and its responsibilities set forth in Section 6 of Exhibit 1 “General Customer Service Terms and Conditions” and Exhibit 3 Additional Terms and Conditions for Imaging Systems.
- 2 **Definitions for Determination of Uptime Percentage.**
 - 2.1 “Base Hours” means the hours per day and days per week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours are the contracted hours of coverage as defined in the Agreement for each particular piece of Uptime Equipment.
 - 2.2 “Downtime” means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips’ design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies Philips that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.
 - 2.3 “Measurement Period” for determining the Uptime Percentage is 12 calendar months beginning on the Effective Date of the Agreement. Any subsequent Measurement Period will be 12 calendar months, until termination/expiration of the Agreement. In case the last Measurement Period is shorter than 12 calendar months, the measurement will take place on a pro rata basis.
 - 2.4 “Uptime Guarantee” is the minimum Uptime Percentage as set out in the Quotation.
 - 2.5 “Uptime Hours” is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment: (Uptime Hours = Base Hours – Downtime).
 - 2.6 “Uptime Percentage” is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100: (Uptime Percentage = (Uptime Hours/Base Hours) x 100).

Example:

Base Hours = 8 AM to 5 PM Monday through Friday* over the 12 month Measurement Period.

9 hours x 5 days x 52 weeks = 2,340 Base Hours

2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours

$(2280 / 2340) * 100 = 97.4\%$ Uptime Percentage

*Depending on the Service Window agreed in the Quotation

- 3 **Benefits of Uptime Guarantee.** In the event that the Uptime Guarantee has not been met, the consequences as defined in the Quotation will be triggered.
- 4 **Reports.** Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable benefit, Customer must notify Philips in writing that the Uptime Guarantee was not achieved for a particular Equipment within 60 days after the end of a Measurement Period.
- 5 **Warranty Disclaimer.** Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. No warranty of merchantability or fitness for a particular purpose applies to this Uptime Guarantee.
- 6 **Limitations of Remedies and Damages.** Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

5A. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE – PREDICTIVE SYSTEM MONITORING

- 1 Predictive System Monitoring.** With the objective of providing higher system availability, Philips aims to identify patterns and trends in the machine and service data of Customer. To that end, Philips will analyze Equipment data via a secure connection by using machine learning algorithms. Persistent connection between the Equipment to the Philips Remote Service Data Center (PRSDC) is a prerequisite. Key system data will be pro-actively sent and diagnosed to facilitate a potential remote solution or a required on-site service action. All predictive system monitoring algorithms are based on the most frequent occurring failure modes of the system, both parts and non-parts related, which are detected using key data insights collected from connected systems. However, there can be failures that Philips cannot detect with the current capabilities, which may be a result of one-time occurrence of a fault or sudden collapse of a systems component. Philips cannot be held liable for system failures not predicted preemptively and aims to provide the best-in-class support in such unfavorable situations via Remote Expert Connect. Provision by Philips of Predictive System Monitoring and/or Remote Expert Connect services is applicable to the Equipment configuration specified in the Quotation. Changes to the Equipment configuration, including, without limitation, changes to the Equipment software, may cause unavailability of this service, until necessary updates, upgrades, patches and/or modifications to the Equipment are performed. Customer shall, at its cost, be responsible for commercially obtaining any such (system) updates, upgrades, patches and/or modifications, if available, that will reactivate availability of this service. Whether such updates, upgrades, patches and/or modifications will be made available is at Philips' discretion. Philips shall not be liable in any way for any damages, losses, or expenses incurred by Customer due to unavailability of this service due to Equipment changes, including but not limited to any costs associated with system updates, upgrades or modifications required to reenable provision of this service.
- 2 Customer Responsibilities.** In addition to the provisions of Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Systems, Customer shall:

 - 2.1 ensure internet connection as described in Sections 6.9 and 6.10 of the General Customer Service Terms and Conditions for the installation of the sensor-based hardware device, where applicable, including a high-speed broadband internet connection;
 - 2.2 maintain operating environment within Philips written specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
 - 2.3 use the Equipment in accordance with the published manufacturer's operating instructions;
 - 2.4 make normal operator adjustments to the Equipment as specified in the manufacturer's published operating instructions;
 - 2.5 provide Philips with broadband internet Wi-Fi access for business purposes;
 - 2.6 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure;
 - 2.7 act upon Philips information regarding potential incident likelihood with regards to predicted failure timely
 - 2.8 cooperation with Philips experts in a timely manner to provide information, do basic checks and fixes on site.

If Customer fails to provide the access described in this Section as well as provisions of Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional

Terms and Conditions for Imaging Systems s, so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee (or other agreed KPIs) and shall be responsible for any damage due to such failure.

5B. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE – REMOTE EXPERT CONNECT

- 1 **Remote Expert Connect.** Philips provides remote diagnosis, trouble shooting and if possible, resolution by means of a secure and single point of access network. The service is provided by remote experts for service and system queries. It connects Philips equipment via the internet to the customer solutions center through SSL, VPN, ISDN or analog dial-up. If available in the Customer's market and specified in the Quotation, REACTS based remote service solutions may also be used for remote resolution of the problem. Alternatively, technical phone support via the Customer Solutions Center and Remote Support Center (RSC) to provide remote expert assistance in diagnosis, trouble shooting and resolution can be provided with a commercially reasonable effort service delivery. If an issue cannot be resolved remotely, a field service engineer may be dispatched with guidance and needed parts for repair on Site. If Customer has an agreement with Customers' biomed first line support, Exhibit 3B Additional Terms and Conditions for Imaging Systems with Customer's Biomed First Line Support Section 2 applies.
- 2 **Customer Responsibilities.** In addition to the provisions of Section 6 of the General Customer Service Terms and Conditions and Exhibit Additional Terms and Conditions for Imaging Systems, Customer shall:
 - 2.1 ensure internet connection as described in Sections 6.9 and 6.10 of the General Customer Service Terms and Conditions for the installation of the sensor-based hardware device, where applicable, including a high-speed broadband internet connection;
 - 2.2 maintain operating environment within Philips written specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
 - 2.3 use the Equipment in accordance with the published manufacturer's operating instructions;
 - 2.4 make normal operator adjustments to the Equipment as specified in the manufacturer's published operating instructions;
 - 2.5 provide Philips with broadband internet Wi-Fi access for business purposes;
 - 2.6 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure;
 - 2.7 act upon Philips information regarding potential incident likelihood with regards to predicted failure timely
 - 2.8 cooperation with Philips experts in a timely manner to provide information, do basic checks and fixes on sit.

If Customer fails to provide the access described in this Section as well as provisions of Section 6 of the General Customer Service Terms and Conditions and Section 4 of the Exhibit Additional Terms and Conditions for Imaging Systems, so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee (or other agreed KPIs) and shall be responsible for any damage due to such failure.

5C. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR SYSTEM INTELLIGENCE - REAL TIME ALERT SOLUTION

- 1 **Services.** If the Quotation includes Real Time Alert Service (also known as “E-Alert”), Philips will, subject to the provisions of this Exhibit and subject to the provisions of Section 11 (Proprietary Service Materials) of the General Customer Service Terms and Conditions, activate E-Alert integrated software solution on the MRI Equipment as set forth in the Quotation, provided it has software $\geq$ R3.2., R3.3, or $\geq$ R5.2. In addition, if not already installed, Philips may install on said MRI Equipment Philips E-Alert standalone hardware solution. Such E-Alert standalone hardware solution remains Philips property.
- 2 **Customer responsibilities.**
 - 2.1 In addition to the provisions of Section 6 of the General Customer Service Terms and Conditions and Exhibit Additional Terms and Conditions for Imaging Systems, Customer shall:
 - 2.1.1 ensure internet connection as described in Sections 6.9 and 6.10 of the General Customer Service Terms and Conditions for E-Alert, including receiving real time e-alerts, where applicable, including an Ethernet high speed broadband internet connection;
 - 2.1.2 provide Philips, at each Site, with a high-speed broadband internet connection to connect to remote infrastructure, by:
 - 2.1.2.1 providing an Ethernet connection to the Equipment and the Customer network that will allow the Equipment to connect to the internet;
 - 2.1.2.2 providing and maintaining a static IP address used to connect the Equipment to the Customer’s network;
 - 2.1.2.3 maintaining the so-established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection; and
 - 2.1.2.4 facilitating the reconnection by Philips in case any temporary disconnection occurs.

If Customer fails to provide the access described in this Section and so the Equipment is not connected to the internet (including any temporary disconnection), Customer waives its rights to Services under this Agreement and uptime guarantee.
 - 2.1.3 eliminate any IT solution preventing Philips from sending email alerts to the designated personnel and the receiving of these alerts;
 - 2.1.4 provide Philips with the names, business email address, business telephone number and function of the Customer representatives who are the designated recipients of Philips Real Time Alerts;
 - 2.1.5 react to the alerts generated by E-Alert in accordance with the responsibility matrix set forth in the Quotation; via Philips e-Alert Consent form;
 - 2.1.6 upon successful installation of the E-Alert, acknowledge in writing, the successful installation of Philips Real Time Alert at the Site for the MRI Systems as indicated in the Quotation.
- 2.2 **No warranty.** For the avoidance of doubt, Philips provides E-Alert without warranty of any kind, whether express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose. Philips makes no representations to be able to alert and/or prevent any issues with the MRI systems and their environment.
- 2.3 **Termination / expiration.** This Exhibit automatically terminates when the Agreement terminates or expires. Upon termination and expiration, Customer shall enable Philips to



Philips Customer Service Terms and Conditions IR RightFit (May 2026)

remove Philips E-Alert hardware solution and devices installed for the purpose of E-Alert and disable Philips E-Alert integrated software solution.

6. EXHIBIT - TERMS AND CONDITIONS FOR LIQUID HELIUM REFILL SERVICE

- 1 **Services.** If the Quotation includes 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 Systems.
- 2 **Customer responsibilities.** 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.

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 Systems, 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.

- 3 **Price for Liquid Helium.** The price for liquid helium provided hereunder, plus costs of labor, shipping, duties and taxes, is indicated in the Quotation ("Price for Liquid Helium Refill Service"). Philips may increase the Price for Liquid Helium Refill Service, on a yearly basis, in case of a five percent (5%) or higher increase, within any 12-month period, of the liquid helium price as experienced by Philips.

Unless Customer explicitly communicates otherwise in writing prior to the start of the new contract year, Customer will be regarded to have accepted the price increase communicated by Philips.

7. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER

- 1 **Services.** Philips Technology Maximizer (“Technology Maximizer”) is available in the following versions:

	Essential	Plus	Pro	Premium
Specifics	Maintain Equipment operating system at Philips current standard as follows: - Core software upgrade to the latest level. It includes e.g. operating system version upgrade, latest cybersecurity updates and software/workflow enhancements as part of the release. Content scope per release as determined by Philips. Only if operational workflows are modified, clinical training for new or enhanced functionality as part of core system software upgrade is included if deemed applicable by Philips.	Maintain Equipment at Philips current standard as follows: - Essential entitlements. - Clinical Software upgrades of licensed software, if applicable. Excludes clinical applications not currently licensed to the system. - Computer Hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation. The Hardware will be delivered to the customer, if and when the software upgrade needs the enhanced hardware for it to function. - Clinical training for new or enhanced functionality	Customizable access to future clinical innovation as follows: - Plus entitlements - New licensed clinical software/ core system functionality in a selected clinical domain, as specified in the Quotation or made available and determined by Philips - Advanced training for new clinical features and/or applications	Full access to future clinical innovation across clinical domains as follows: - Pro entitlements - New licensed clinical software/ core system functionality across all clinical domains, as specified in the Quotation or made available and determined by Philips

- 1.1 Under any version of Technology Maximizer included in the Quotation, Philips will upgrade the Equipment (software and hardware) as follows:
 - 1.1.1 Philips will provide the latest available upgrades, if any, when made commercially available and as determined by Philips, to the Equipment operating system software, basic application software and software options purchased with the Equipment or purchased separately from Philips for the Equipment. Philips will also provide computer hardware upgrades as included in the Quotation to the Equipment hardware component(s) when technically necessary, to meet Philips' hardware requirements for the software upgrade provided under Technology Maximizer.
 - 1.1.2 If deemed applicable by Philips, clinical training will be available on-site or remote as determined by Philips.
 - 1.1.3 Philips makes no representations in number of operating system upgrades or Philips Application upgrades or enhancements that shall be made available to Customer by Philips during the term of this Agreement. The release of all software publishers' operating system upgrades is at the sole discretion of the software publisher and, to the extent made available to Philips, are subject to prior validation by Philips, prior to Philips approval, for use with the Equipment. Philips is not obligated to release operating system upgrades to the extent Philips determines such a version would cause material issues to the Equipment, at Philips discretion. This would include without limitation safety issues, processing delays, or image distortion. Any upgrades or enhancements to the Philips Application software are subject to regulatory clearance and commercial availability, solely at Philips discretion, during the term of the Agreement. All Philips software application upgrades are subject to the usage and license limitations originally applicable to the Equipment or Philips license software sale.
 - 1.1.4 Technology Maximizer service coverage, when purchased in conjunction with a new system, start date will take effect on the date of installation by default or the date as indicated in the Quotation.
 - 1.1.5 Philips will notify Customer of an Upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide acknowledgement (email or verbal confirmation is sufficient) of intent to receive the Upgrade within the Term of the Technology Maximizer Agreement. If Customer does not provide confirmation of intent to receive the Upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such Upgrade. If the Technology Maximizer Agreement Term expires after Customer has provided confirmation to receive the Upgrade, but before it is delivered, then Customer is entitled to receive it within year of following such expiration and must schedule the installation within this one-year period.
 - 1.1.6 For Ultrasound systems, upgrades are limited to no more than one upgrade in a 24-month period, if any, when made commercially available and as determined by Philips.
- 1.2 If Customer has purchased Technology Maximizer "Pro" or "Premium" (as indicated in the Quotation), in addition to the above, Philips will provide new software features and/or applications, if any, when (i) made commercially available by Philips after the Effective Date of the Agreement; (ii) supported by the Equipment hardware configuration; (iii) intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

- 1.3 If Philips determines that the new software features and/or application to be provided under Technology Maximizer “Pro” or “Premium” requires any additional software (for example: operating system software, basic application software, or software options) so that it can function properly (“Required Software”) and Customer does not currently have a license to the Required Software, then Philips will provide, and Customer will accept, the Required Software; any such Required Software will be considered an “upgrade” for purposes of Section 2 below.

2 Conditions.

- 2.1 The upgrades provided under Technology Maximizer:
- 2.1.1 are available only for the Equipment at the Site;
 - 2.1.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new functionality, applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
 - 2.1.3 may not be sold, transferred, or assigned to any third party;
 - 2.1.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips or as communicated by Philips.
- 2.2 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in Exhibit – Additional Terms and Conditions for Imaging Systems.
- 2.3 In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g. not made available commercially) during the Term of the Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

3 Termination.

If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within 30 days of such termination or default. No amount paid to Philips shall be eligible for refund.

8A. EXHIBIT - ADDITIONAL TERMS AND CONDITIONS FOR CLINICAL AND TECHNICAL EDUCATION TRAINING (ALL MODALITIES SAVE ULTRASOUND)

- 1 Training Coverage.** Philips will provide the clinical education, product applications and technical training ("Training") from the Philips' course catalog(s) ("Course Catalog(s)") as specified in the Quotation.
- 2 Exclusions.** For Equipment not installed or provided by Philips training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training.
- 3 Scheduling.** Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least four (4) weeks prior to scheduled delivery. 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 Philips non-disclosure agreement prior to receiving Training.
- 4 Course Location.** Training may be conducted at Philips' training facilities, Customer location(s) described in the Quotation ("Site(s)"), through on-line or remote training, or at a third-party location determined by Philips.
- 5 Payment Options.**
 - 5.1 Education Credit.** If Customer purchased education credit, the initial account balance is specified in the Quotation. As Customer requests Training Services, the account balance will reduce by the hours or price for the requested course per attendee. If the requested training exceeds the available account balance, Customer may add funds/hours to the account balance. The education credit expires at the end of each contract year, or in case of termination of this Agreement upon such termination, and no credit for any remaining account balance is in any way refundable or carries forward.
 - 5.2 Direct Course Purchase.** Customer may purchase individual courses at Philips' then current published prices.
- 6 Travel.**
 - 6.1** Philips employee travel to customer location Philips' travel expenses for all Training delivered at Customer Site are included in the price described in the Quotation
 - 6.2** Customer employee travel to Philips location Unless otherwise indicated in the Quotation all travel and living expenses incurred by the Customer Trainee are Customer's responsibility.
- 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 OR ABLE TO OPERATE THE EQUIPMENT.

8B. EXHIBIT - ADDITIONAL TERMS AND CONDITIONS FOR TECHNICAL AND CLINICAL EDUCATION AND TRAINING (ULTRASOUND ONLY)

1. Service Coverage.

- 1.1. Philips will provide education services in the form of education and training (including related expense packages), as specified in the Quotation and/or course description ("Education Event").
- 1.2. Philips reserves the right to make changes in content, location, schedule, and instructors and update the content without prior announcement or compensation.
- 1.3. Philips may engage third parties (sub-contractor) for the provision of education.
- 1.4. Unless otherwise indicated in the Quotation, onsite education days are to be delivered in a sequence. Any additional cost related to non-consecutive onsite education (e.g., travel) is the responsibility of Customer. If Customer concludes education early, education services sold per day will be rounded up to full days without compensation. Education services sold per hour will be rounded up to full hours without compensation. If Customer cancels after commencement of Education Event or fails to attend, fees up to and including full Education Event fee as well as rescheduling rights will be forfeited.
- 1.5. Customer may be responsible for any additional costs or fees resulting from changes made to the education services set forth on the Quotation.

2. Exclusions.

- 2.1. Philips is not responsible for education for products not installed or provided by Philips.
- 2.2. Philips personnel will not provide direct patient contact during any Education Event and will not be responsible for operation of the products.

3. Customer responsibilities.

- 3.1. Philips may define mandatory prerequisites and minimum admission requirements for the learner that must be fulfilled to attend the Education Event. Learner must satisfy all prerequisites prior to admission.
- 3.2. When required for education delivery, the Customer must provide requested personal data about learners to Philips.
- 3.3. Customer may be asked to designate a resource who will contact Philips in case of any questions concerning an Education Event and distribute materials from Philips to learners.
- 3.4. Philips may define the number of learners per Education Event. Customer must comply with the number of learners defined by Philips.
- 3.5. Customer is responsible for acquiring any required legal or regulatory approvals for the delivery of Education Event.
- 3.6. Philips may define registration deadlines for Education Events. Customer must comply with the deadlines defined by Philips.
- 3.7. Customer is responsible for making sure that the learners are available for the Education Event.
- 3.8. If the Education Event is delivered at Customer's site, Customer is responsible for making sure that required facilities and tools are available and ready for use, and that access is provided to Philips. Philips reserves the right to cancel the Education Event without reimbursement if those requirements are not met.
- 3.9. If defined by Philips, Customer is responsible for scheduling adequate patient types and quantities to meet the requirements of the Education Event. Philips reserves the right to cancel the Education Event without reimbursement if requirements are not met.
- 3.10. Philips may define technical requirements for Education Events. The Customer is obligated to make sure the requirements are met prior to the start of the Education Event.

- 3.11. Customer and/or learner is required to confirm Education Event completion when requested.

4. Scheduling and cancellation.

- 4.1. Customer's request for participation in an Education Event must occur no later than 8 weeks prior to scheduled Education Event unless otherwise stated.
- 4.2. Customer's request for rescheduling participation in an Education Event must occur no later than 4 weeks prior to the Education Event unless otherwise stated. Any additional cost related to rescheduling is the responsibility of the Customer.
- 4.3. Philips reserves the right to reject education registration or scheduling requests due to lack of availability or any other reasons.
- 4.4. Philips reserves the right not to admit participants to the Education Event upon late arrival.
- 4.5. Any cancellation or rescheduling by the Customer must follow the terms indicated in the Philips cancellation policies, quotation or course description. Unless otherwise specified, Customer is responsible for cancellation fees up to and including full Education Event fee. In the event Customer would like to change a learner, the cancellation fee will not be charged. Any additional costs incurred are the responsibility of the Customer.
- 4.6. Philips reserves the right to reschedule or cancel any event with insufficient enrollment, and for any other reason at any time, without reimbursement. When Philips cancels an Education Event any fees paid may be applied to the cost of another Education Event scheduled to take place within 12 months of the original Education Event.

5. Travelling and location.

- 5.1. An Education Event location may vary from time-to-time and is indicated in the Quotation or course description.
- 5.2. If travel is required, Philips personnel travel expenses are covered by Philips, unless otherwise indicated in the Quotation.
- 5.3. All Customer travel and related expenses are the responsibility of the Customer, unless otherwise indicated in the Quotation.

6. Payment options.

- 6.1. If Customer acquires an education services account which may consist of monetary credits (e. g. bank of money) or non-monetary credits (e. g. education days, course seats), the initial account balance is defined in the quotation. As Customer requests education services, the account balance will reflect customer usage and be reduced. If the requested education services exceed the available education account balance, Customer must purchase additional monetary credits (e. g. bank of money) or non-monetary credits (e. g. education days, course seats) before requesting any further education services.
- 6.2. Customer may purchase education services directly at Philips' current published prices.

7. Validity, expiration and compensation.

- 7.1. All education related to handover must be delivered within 12 months after product installation and commencing upon first patient use, unless otherwise mutually agreed. Any unused education will expire without reimbursement.
- 7.2. Education purchased or entitled, including access thereto, expires after 1 year from purchase date or, as applicable, product installation date, unless otherwise specified in the Quotation and/or Agreement. Any remaining balance is non-transferable and non-refundable.

8. Certificate of completion.

- 8.1. Philips may issue a certificate of completion upon successful completion of the Education Event. Learner must attend the entire Education Event and complete and pass any mandatory assessments and course evaluations.

9. Limitation of liability.

- 9.1. Philips is not responsible for any damages or injuries arising from the Education Event. Customer is responsible for covering any insurance costs.
- 9.2. Philips has taken care to ensure the accuracy of materials provided during Education Events. However, Philips assumes no liability for errors or omissions and reserves the right to make changes at any time without further notice to any materials herein, for any reason, including to improve reliability, function, or design.
- 9.3. Materials provided by Philips during Education Events are for educational use only. The content is not intended to provide medical advice, diagnosis, or treatment. This content should not be regarded as a substitute or replacement for the Operating Manual or Instructions for Use. Before attempting to use any Philips product, you must read the Instructions for Use thoroughly, paying particular attention to all warnings, cautions, and notes it may contain. In all cases, the information contained in the Instructions for Use shall be considered prevailing information.

10. Safety.

- 10.1. Learners must follow all safety and accident prevention guidelines and instructions as communicated by Philips. Philips shall have the right to remove learners from the Education Event without reimbursement if guidelines and instructions are not followed.

11. Copyright.

- 11.1. Philips owns copyrights to any educational materials provided and shared during Education Events. Education materials cannot be disclosed or used for any other purpose without written consent of the copyright owner.
- 11.2. Any recording or photography of the Education Events or materials is strictly forbidden without Philips' prior written consent.
- 11.3. In any event, Philips shall be entitled to claim damages or reimbursement of expenses caused due to Customer breach of Philips' copyrights referenced herein.

12. Confidentiality.

- 12.1. Philips may require learners to sign a non-disclosure agreement prior to enrolling or attending an Education Event.

13. Warranty disclaimer.

- 13.1. PHILIPS MAKES NO WARRANTY THAT ANY LEARNER WILL PASS ANY PORTION OF THE EDUCATION EVENT OR THAT THE EDUCATION PROVIDED WILL RESULT IN ANY LEARNER BEING QUALIFIED OR ABLE TO OPERATE THE PRODUCT.

9. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR ACCIDENTAL DAMAGE PROTECTION (ULTRASOUND AND DXR)

The following terms and conditions only apply if Accidental Damage Protection Service entitlement ('**Accidental Damage Protection**') is purchased under the Quotation and the requirements of the Agreement are satisfied. This Service entitlement does not constitute insurance.

1. **Accidental Damage Protection Availability**

Accidental Damage Protection is only available for:

- Philips transducers for use with Philips Ultrasound systems ('**Transducer(s)**'),
 - Philips detectors for use with Philips Digital X-Ray (DXR) systems:
 - o SkyPlate (small, large and e),
 - o Wireless Portable Detectors
- (''**Detector(s)**''),

as further specified herein and subject to the terms of this Exhibit.

The Accidental Damage Protection is not available during the initial warranty period, unless otherwise specified in the Quotation.

2. **Ultrasound Transducer Accidental Damage Protection Specific Provisions**

- 2.1 Ultrasound Transducer Accidental Damage Protection provides protection in the event of accidental damage to a Transducer that results in the Transducer no longer properly functioning as confirmed by a Philips Service representative upon ruling out of excluded causes.

Transducer damage types in scope of the Accidental Damage Protection are:

- a) Shock from impact/drops,
- b) Fluid ingress,
- c) Scratches to membrane, and/or
- d) Cable damage.

Damage to a Transducer for cause other than the above specified damage types is excluded from the Accidental Damage Protection.

- 2.2 The Accidental Damage Protection is on an individual Ultrasound system basis and only applies to the Transducers registered on the Ultrasound system for which the Accidental Damage Protection has been purchased. Accidental Damage Protection cannot be transferred from one Ultrasound system to another.

3. **DXR Accidental Damage Protection Specific Provisions**

- 3.1 DXR Accidental Damage Protection provides protection in the event of accidental damage to a Detector that results in the Detector no longer properly functioning, as confirmed by a Philips Service representative upon ruling out of excluded causes.

Detector damage types in scope of the Accidental Damage Protection are:

- a) Shock from impact/drops from a height exceeding the limit stated in the Instructions for Use,
- b) Fluid ingress,
- c) Bent connector pin, and/or
- d) Excess weight

(each hereinafter also referred to as '**Damage Event**').

Damage to a Detectors for cause other than a Damage Event is excluded from the Accidental Damage Protection.

- 3.2 Detectors have shock logging capability, and this data may be used for Philips' assessment of accidental damage. The type of drop and frequency will (amongst other things) be taken into account to determine if a drop qualifies for Accidental Damage Protection.
- 3.3 If a Detector sustains Damage Event and stops functioning properly (e.g. image artefacts or Wi-Fi connectivity issues) within 6 months thereafter, the defect will be considered Damage Event related and may qualify for Accidental Damage Protection (subject to confirmation by a Philips Service representative upon ruling out of excluded causes).
- 3.4 If a Detector sustains Damage Event, continues to function properly within specifications for at least 6 months, and then develops a defect between 6 and 12 months after the Damage Event, the defect may still be considered Damage Event related and may qualify for Accidental Damage Protection (subject to confirmation by a Philips Service representative upon ruling out of excluded causes); provided, however, in such case the discount for the replacement Detector (as stipulated below) will be adjusted as specified in the Quotation.
- 3.5 If a Detector sustains Damage Event but continues to function properly for a period of at least 12 months thereafter, any subsequent defect will be regarded as unrelated to such Damage Event and the event will not qualify for Accidental Damage Protection.
- 3.6 Customer shall take measures to protect the Detector (e.g. by using protection bags).
- 3.7 The Accidental Damage Protection is on a Detector basis, not per Equipment basis. Accidental Damage Protection cannot be transferred from one Detector to another, unless a Detector is replacing a Detector as part of this Accidental Damage Protection, or with Philips' prior written approval.

4. General Provisions

The following provisions are applicable to Accidental Damage Protection for Transducers and Detectors (hereinafter referred to as '**Part(s)**')

- 4.1 Once confirmed by Philips as qualifying for Accidental Damage Protection, ownership of the damaged Part automatically transfers to Philips and Customer receives a replacement Part at the discount specified in the Quotation. The discount shall be applied to the then-current locally applicable Philips list price for the equivalent Part. A quote for the replacement Part (including the applicable discount) will be issued and will be payable immediately.
- 4.2 Replacement Parts provided by Philips may be refurbished or repaired. All components used are subject to Philips' inspection and quality control procedures and are equivalent to new in performance.
- 4.3 The number of replacement Parts in scope of the Accidental Damage Protection is limited to the number of accidental damages per year specified in the Quotation, where applicable.
- 4.4 Customer responsibilities:
 - 4.4.1. Customer must adhere to usage of the Part as specified in the Instructions for Use.
 - 4.4.2. Customer is required to handle the Part with care, and clean and store the Part as specified in the Instructions for Use, in order to avoid accidental damage.
 - 4.4.3. Customer is required to notify Philips within 14 days after a (potential) damage event and must include a detailed incident report and photographs of the relevant Part.
 - 4.4.4. Customer must return the damaged Part to Philips. Parts are replaced on an exchange basis. The damaged Part will be retained by Philips. Failure to return the damaged Part within 30 days of delivery of the replacement Part will invalidate the claim under the terms of this Accidental Damage Protection.

- 4.5 Philips has the right to inspect the Part and assess whether the damaged Part qualifies for Accidental Damage Protection.
- 4.6 This Accidental Damage Protection does not authorize or endorse use of any Part outside the Instructions for Use. Furthermore, this Accidental Damage Protection does not alter or expand the Instructions for Use or Philips' warranties. Philips' warranty obligations do not apply to any Part defects resulting from accidental damage.
- 4.7 Except as otherwise expressly agreed in this Exhibit, excluded from this Accidental Damage Protection entitlement are exclusions set forth in Section 5 of Exhibit 1 General Customer Service Terms and Conditions, normal wear and tear, visual damage (such as scratches to the covers), damage caused by abuse, (deliberate or reckless) misuse or neglect, cleaning with substances other than as specified in the Instructions for Use, and/or repair by unauthorized third parties or acts of nature (e.g. damage due to a natural disaster).
- 4.8 Philips has the right to terminate this Accidental Damage Protection if Customer is suspected of misuse, fails to comply with terms and conditions in this Agreement, or submits multiple claims hereunder, based on non-qualifying damages.

10. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR RISK SHARING MODELS

- 1 **Risk Sharing Models.** If the Quotation includes any of the following risk sharing models, the following terms, as applicable, will apply in addition to the terms listed in Exhibit Additional Terms and Conditions for Imaging Systems.
 - 1.1 **Bank of Parts.** If Customer purchased Bank of Parts coverage, the initial account balance and the site to which that balance applies (site balance) is specified in the Quotation. As Customer requests or uses parts under Bank of Parts coverage, the Bank of Parts monetary level stated in the Quotation will reduce at Philips' then current published list price for parts. If Bank of Parts coverage is exhausted, then Customer may request parts at Philips' then current published list price less the discount specified in the Quotation (if any). Bank of Parts coverage expires as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any unused portion is carried forward or eligible for refund. Customer may allocate the site balance purchased by Customer between the Equipment at the Site. Customer may not allocate the site balance to Equipment not listed in the Quotation.
 - 1.2 **Block of Strategic Parts.** If Customer has purchased Block of Strategic Parts coverage, the number and type of Strategic Parts and the Site to which such coverage applies is specified in the Quotation. As Customer requests or uses any of such strategic parts under the Block of Strategic Parts coverage, the number of pre-purchased strategic parts stated on the Quotation will be reduced from the total number of the Strategic Parts set forth on the Quotation. If the Block of Strategic Parts coverage is exhausted, then Customer may request such Strategic Parts which will be provided at Philips' then-current published list price less the discount specified in the Quotation (if any). Block of Strategic Parts coverage expires as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any unused portion is carried forward or eligible for refund. Customer may allocate the Block of Strategic -Parts purchased by Customer among the Equipment at the Site. Customer may not allocate the Block of Strategic arts to Equipment not listed in the Quotation.
 - 1.3 **Combined Pool.** If Customer purchased Combined Pool coverage, the initial account balance and the site to which that balance applies (site balance) is specified in the Quotation. As Customer requests or uses either labor or parts under Combination Pool coverage, the Combined Pool monetary level stated on in the Quotation will be reduced at Philips then current standard rates for labor and Philips' then current published list price for parts. If Combined Pool coverage is exhausted, then Customer may request labor or parts at Philips' then-current standard rates for labor and Philips' then current published list price for parts less the discount specified in the Quotation (if any). Combined Pool coverage expires as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any unused portion is carried forward or eligible for refund. Customer may allocate the balance purchased by Customer between the Equipment at the Site. Customer may not allocate the site balance to Equipment not listed in the Quotation.
 - 1.4 **For Ultrasound only:** One Corrective Maintenance Per Year. If Customer has purchased One Corrective Maintenance per year coverage, the initial number of such yearly coverage purchased (which, for the sake of clarity, shall be performed on-site, one time per year) and the Site to which it applies, is specified in the Quotation. As Customer requests or uses the One Corrective Maintenance coverage each year, the total number of such yearly coverage stated on the Quotation will be reduced by each use of the One Corrective Maintenance coverage. If the One Corrective Maintenance coverage is exhausted, Customer may then request to purchase additional One Corrective Maintenance coverage at Philips' then current standard labor rates. One Corrective Maintenance coverage expires as indicated on the Quotation, or in the event of termination of this Agreement. No credit for any unused



Philips Customer Service Terms and Conditions IR RightFit (May 2026)

coverage is carried forward or eligible for refund. Customer may not allocate the One Corrective Maintenance coverage to Equipment not listed in the Quotation.

11. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR EDI (CI AND ICAP)

The terms and conditions set forth below supersede any conflicting terms and conditions regarding the same subject matter under this Agreement regarding EDI Services.

Philips will perform the Services listed below as specified in the Quotation under the following terms and conditions:

- 1 **Service.** As specified in the Quotation, Philips will provide to Customer the applicable Services on the solution identified (“Solution”), at the location described (“Site”), and for the prices set forth in the Quotation.
- 2 **Term.** The term of this Exhibit is set forth on the Quotation and is measured from First Clinical Use (the “Term”). Customer is deemed to have accepted the Services upon First Clinical Use.
- 3 **Definitions.** Please refer to the Attachments for the list of definitions.
- 4 **Exclusions.** The support services provided shall not extend to the following items (or consequences thereof):
 - 4.1 Any fault caused by the incorrect operation of the Software by the Customer, its servants or agents, or by an error in data supplied by the Customer.
 - 4.2 Any fault within the Software resulting from alterations howsoever made by the Customer to existing Software and/or hardware upon which the Software is dependent - referred to as the “Operating Environment”- without the prior written approval of Philips. For clarification, alterations to the Operating Environment include, but are not exclusive to; the installation, upgrade, or reconfiguration of the following:
 - 4.2.1 Philips’ designated database/applications Server;
 - 4.2.2 Client Workstations upon which the Software is installed;
 - 4.2.3 Any 3rd Party hardware to which the Software interfaces;
 - 4.2.4 Any network infrastructure components that the Software depends upon for communication and transportation;
 - 4.2.5 Any other hardware change, which causes a fault in the Software;
 - 4.2.6 The operating systems residing on the database/applications server and Client Workstations include changes to Network Identification;
 - 4.2.7 The DBMS installed on Philips’ designated database/applications server;
 - 4.2.8 Any 3rd party software to which the Software interfaces, or which interfaces to the Software;
 - 4.2.9 Any other action from software not supplied by Philips that causes a fault in the Software;
 - 4.2.10 Any fault caused by software or equipment not supplied or recommended to the Customer by Philips;
 - 4.2.11 Any software which is out of date.
 - 4.3 Any combining of the Software with a non-qualified device. A non-qualified device is: (i) any product (hardware, firmware or software) compliant to specifications designed by Philips, whether used internal or external to Designated Hardware without Philips approval. Examples include Microsoft patches, security fixes and service packs from the Operating System, Web Browser or Database Software manufacturer(s); (ii) any product supplied by Philips which has been modified by the Customer or any third party; and (iii) any product maintained under this Exhibit in which the Customer does not allow Philips to incorporate Hot Fixes and Minor Releases.
 - 4.4 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Software.

- 4.5 Network related problems that arise as direct or indirect result of network configuration changes or network settings that may be required as part of the Software Upgrade.
- 4.6 In the circumstances listed below, Philips is released from its responsibility for the performance of the support services to the extent described:
 - 4.6.1 Failure of the Customer to maintain all items of hardware and software used by the Software supplied by Philips (e.g. where the Customer does not maintain the server properly and this leads to faults in Philips' Software).
 - 4.6.2 Any unauthorized changes made to Philips' Software or any changes to the operating environment made without notification to Philips.
 - 4.6.3 Failure of the Customer to provide Philips with communications access to enable Philips to support the application.
 - 4.6.4 Persistent failure of the Customer to report faults to Philips.
 - 4.6.5 Persistent failure of the Customer to upgrade Philips' supplied Software to a supported version.
 - 4.6.6 Failure of the Customer to make the necessary payments of support charges.
- 4.7 Supported Release. Philips supports the current product release and one prior product release (a "Supported Release"). A prior product release is the most recent product release with a lower release number than the current product release. Philips' service level commitments will not apply if Customer is not using a Supported Release. Should the Customer choose not to keep their Software current, then Philips maybe unable to guarantee support in terms of bug fixes or otherwise.

5 Philips Customer Care. Philips Customer Care consists of:

- 5.1 Notification in writing to the Customer and the provision to the Customer of Philips' recommended modification and alterations to the Software (such notices being referred to as "Release Notes"). Philips accepts no responsibility or liability in respect of any such recommendation where the Customer has not carried out all other relevant recommendations contained in other Release Notes received by the Customer.
- 5.2 Supply and installation of Emergency Fixes, Minor Releases and Major Releases for the Solution if included in the Exhibit.
 - 5.2.1 Software Upgrades licenses shall be supplied by Philips to the Customer if stated in the Attachments under the terms of this Exhibit on the like for like basis (only functionality that was originally purchased will be upgraded). Philips provides no guarantee that a new release or version will become available in any one calendar year. Software Upgrades will be accompanied by release notes and user manuals.
 - 5.2.2 Philips will provide for either remote or on-site installation of the Software Upgrade, such installation method to be chosen by Philips at its sole discretion. If onsite installation is required and not covered by the Quotation, it will be charged on the Time and Material basis.
 - 5.2.3 Software Upgrade installation will be performed during Weekday Office hours unless specified differently in the Quotation. The Customer may elect to have installation performed outside Weekday's Office hours for an additional fee. For the avoidance of doubt that fee will be according to the prevailing time and material rates.
 - 5.2.4 Philips will give the Customer adequate notice of forthcoming Software Upgrades. The Customer reserves the right to postpone the implementation of a recommended Software Upgrade by up to 6 months, during which period Philips will continue to support the old version (however the Customer accepts responsibility for the consequences of delaying the implementation, such as non-compliance with new datasets, bug fixes which cannot be applied etc. as agreed between Philips and the customer). Should the Customer choose not to keep their

Software current, then Philips is unable to guarantee to provide support in terms of bug fixes etc.

- 5.2.5 Software Upgrades will be accompanied by a written notification outlining the key changes made and any other relevant guidance appropriate for the End Users.
- 5.2.6 Should a Software Upgrade fail, such that the supported application software requires restoration, Philips will reinstall the application software, database software and operating system to the revision level that existed prior to the malfunction or failure. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included.
- 5.2.7 Downtime of any Equipment during installation of the Software Upgrade shall be kept to a minimum; however, the Customer acknowledges that such downtime cannot be avoided and can be significant on Major Upgrades. Philips shall inform the Customer when installation will take place and what the expected downtime will be to enable the Customer to adjust his work-planning accordingly. Philips does not provide any guarantee that the estimate of expected downtime will be always accurate and does not accept any liability for direct, indirect or consequential damages incurred by such downtime.
- 5.2.8 Prior to commencement of the Software Upgrade, a system and operating environment audit will be carried out by Philips in order to confirm that the Equipment and the environment in which it operates are maintained at a level at which the upgrade can be carried out. Should this audit fail, then the upgrade will be postponed until the system and operating environment is brought up to a satisfactory level and audited again at the Customers expense.
- 5.2.9 Philips will issue regular software updates. Software updates are typically software patches and/or enhancements that are designed to extend the life of the current software release.
- 5.3 If stated in the Quotation Philips will provide the Customer with remote and/or onsite support to address technical faults in relation to the solution:
 - 5.3.1 In the first instance, Philips will provide the Customer with telephone technical advice to address reported faults.
 - 5.3.2 Technical advice given by telephone to the Customer only through Philips' support team in relation to the Software will include the following:
 - (i) General advice on Equipment operation and housekeeping;
 - (ii) Advice and support in relation to the Customer undertaking database integrity checks and general advice on fix of data corruption identified;
 - (iii) If requested, and where possible, advice on database recovery with the Customer to take the required actions;
 - (iv) Work with the Customer in relation to identification of software/data corruption following power failure/fluctuation, hardware or communications problems, and advice on fix of corruption identified; and
 - (v) Advisory support associated with Philips' Software Upgrades or changes.
 - 5.3.3 Following telephone advice, Philips will attempt to resolve faults remotely.
 - 5.3.4 If telephone assistance and/or remote problem resolution is deemed not sufficient to restore Equipment performance, Philips will provide on-site restoration service at the Customer facility at Philips' discretion during the Coverage Hours as set out above (please refer to the coverage hours section of the document).
 - 5.3.5 Where appropriate, Philips will supply a temporary work-round or software patch to overcome specific faults or problems reported by the Customer.
 - 5.3.6 On site support: Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight

living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips' employees.

- 5.4 Education Services. This clause determines the training deliverables if covered under the Quotation:
 - 5.4.1 Philips will provide to Customer, in Philips' own discretion, the necessary training related to any update of the Solution if purchased.
 - 5.4.2 The training will be provided to Key Users nominated by the Customer at a mutually agreed time. Key Users then have the responsibility to transfer the knowledge into the Customer's organization.
 - 5.4.3 Customer and Philips will mutually agree on the delivery method for the education services. The applicable method is specified in the Quotation.
 - 5.4.4 Philips shall provide Customer with the implementation and training services remotely or at the Site. An amendment to the Quotation is required prior to extending the Services to each new or additional Customer site.
- 5.5 Additional Service Days.
 - 5.5.1 A bank of days (eight hours per day) always represents a value that is predetermined by Philips and agreed with the Customer. This value will be expressed in days and in currency. The value agreed to is determining the available balance per year.
 - 5.5.2 Upon the end of each year (12 months after the start date of the Exhibit), the remaining positive balance will be reduced to zero without further compensation. At the start of the subsequent new year, the balance will be reset to the value as agreed to for that year.
- 5.6 Hardware support.
 - 5.6.1 In the event Customer provides the hardware or decides to use its existing hardware to run the Solution on, Philips does not offer any Service for maintenance and repair for the hardware as described in the forthcoming clauses. The Customer is responsible to maintain all such hardware and ensure that it meets the requirements and specifications of the Solution (and its Emergency Fixes, Minor Releases and Major Releases) as provided by Philips in the then current product documentation. The same applies to the Operating Environment.
 - 5.6.2 If the Customer purchases the designated hardware through Philips, then Philips may arrange, in consultation with the Customer, hardware support from the third-party hardware vendor. In such event, Philips and Customer will agree on the suitable level of service/extended warranty to be obtained from the third-party vendor.
 - 5.6.3 If hardware is obtained from and serviced by Philips, Philips will initiate requests for service under service contracts/extended warranty with the third-party vendor of the designated Hardware upon notification by the Customer. Philips will manage such request(s) until the maintenance is completed and / or the original state prior to the malfunction or failure of the device of hardware has been restored. The Customer is responsible for guaranteeing the designated use of hardware purchased through Philips. This includes adherence to specifications and requirements as defined by Philips, 3rd party vendor or manufacturer, regarding requirements to the environment in which the devices are to be located, instructions for use and care.
 - 5.6.4 The following Services are excluded from the service activities performed by Philips coverage if not explicitly included in the Quotation:

- 5.6.4.1 servicing or replacing components of the hardware other than those listed in the Quotation.
- 5.6.4.2 providing any service or parts which in Philips' opinion is not necessary to ensure the good working order of the hardware;
- 5.6.4.3 providing any service or parts which would be necessary due to the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations related to the hardware;
- 5.6.4.4 damage caused by an external source, regardless of nature;
- 5.6.4.5 any removal or relocation of the hardware; or neglect or misuse of the hardware;
- 5.6.4.6 any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors related to hardware maintenance and repair activities;
- 5.6.4.7 the cost of consumable materials, including but not limited to batteries, keyboards, mouse, monitors, printers, printer parts, printer cartridges or other third party supplied items;
- 5.6.4.8 replacement or exchange or any other type of service for hardware components due to increased performance requirements for this hardware component or Equipment.

6 Coverage hours.

- 6.1 Standard Coverage hours. Unless otherwise set forth in the Quotation, Philips will provide Customer the Services during business hours, excluding Philips observed holidays ('Service Coverage'). If the fault is of a minor nature and there is no complete system breakdown of the Solution, Philips will liaise with Customer to arrange a suitable time to attend to the Solution during Service Coverage hours. Unless otherwise set forth in the Attachments, travel necessary to perform the Services is excluded at the defined rates for on-site support.
- 6.2 Extended Coverage (24x7). In case of the occurrence of Priority one (1) and two (2) Incidents outside the agreed Standard and High Priority Coverage Hours Customer is entitled to receive Telephone and Remote Support 24 hours from Monday until Sunday with separate financial settlement if not stated otherwise in the Quotation.
- 6.3 Additional charges. Philips reserves the right to make additional charges for any work undertaken or providing any Services outside the Coverage Hours defined per the Quotation. Such charges shall be at the prevailing Philips' Time and Materials rates.

7 Customer responsibilities. During the term of this Exhibit, Customer agrees to:

- 7.1 ensure that the Solution Site is maintained in a clean and sanitary condition and that the solution is cleaned and decontaminated;
- 7.2 maintain the solution Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Solution;
- 7.3 operate the solution in accordance with the published manufacturer's operating instructions;
- 7.4 make normal operator adjustments to the solution as specified in the published manufacturer's operating instructions;
- 7.5 the solution requires access via Philips remote services, in case Customer does not provide that access, no remote services can be provided and Philips cannot be held responsible for the consequences.

- 7.6 provide Philips full and free access to the PRS router to enable Philips to access the solution remotely;
 - 7.7 provide Philips with a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the solution through the Philips PRS and Customer's network for Philips use in remote servicing of the Solution, remote assistance to personnel that operate the solution, updating the solution software, transmitting automated status notification from the solution and regular uploading of solution data files (such as but not limited to error logs and utilization data, for improvement of Philips products and services and aggregation into new services);
 - 7.8 provide Philips service personnel full and free access to the solution at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the solution.
 - 7.9 have a Customer staff member in the vicinity if Philips considers this to be necessary for safety or security reasons;
 - 7.10 unless otherwise specified in this Exhibit, take responsibility for the installation of clients (Philips will only provide the installation for one client);
 - 7.11 the management of systems such as Microsoft Server, Microsoft SQL Server or Windows operating system installed on Philips' designated database/applications server, or client workstations - this includes Microsoft Security Patch Management;
 - 7.12 follow its own back-up and restore processes, including reconstruction, restoration, retrieval or recovery of any lost or altered patient records, files, programs, data or programs;
 - 7.13 install, monitor and upgrade software required to prevent attack by a computer virus. Any additional costs for software installation incurred by Philips but caused by a lack of accurate anti-virus control shall be invoiced to and paid by the Customer.
- 8 Philips Subcontractors or Agents.** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities to be performed by Philips under this Exhibit. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Exhibit or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.
- 9 Data Privacy & Security.** Customer and Philips will process personal data as described in the Data Processing Agreement. Customer hereby agrees that it has, or will have, prior to activation of the Philips' remote access to Customer's IT network, authority under applicable law, its other legal obligations and Customer policies to provide Philips with permission to process personal data in the manner described in this Clause. If Customer cannot provide such access, it will notify Philips and Philips will work with Customer in good faith to determine whether and how to deliver the Services.
- 10 License.** Philips reserves all rights, notably intellectual property rights, in and to the Software not expressly granted hereunder. Unless otherwise set out in an applicable Attachment, Philips grants Customer a non-exclusive, non-transferable, limited right, without the right to sublicense, during the Term to permit Users to use the Software and Services in accordance with the Exhibit and its Attachments.
- 10.1 Users. Customer is solely responsible for ensuring that its Users comply with the terms of this Exhibit, including the Attachments, and is bound by confidentiality provisions as protective of Philips' confidential information as those contained in this Exhibit.
 - 10.2 License Restrictions. Except as specifically permitted herein, Customer shall not:
 - 10.2.1 decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form or permit any other party to do so;

- 10.2.2 sublicense, lease, rent, loan, time-share, operate as a service bureau or otherwise distribute or provide access to the Software other than to Users; or
- 10.2.3 remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Software or that appear during the use of the Software; or
- 10.2.4 perform any actions with regard to the Software in a manner that would cause the Software or any derivative work thereof to be distributable only under Open License Terms. These actions include but are not limited to: (i) combining the Software or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise; or (ii) using Open Source Software to create a derivative work of the Software.

11 Warranty.

- 11.1 Philips warrants to Customer that the Software provided either in connection with the Services and/or in connection with the Software Attachment will operate in all material respects as described in the then-current Documentation for the duration of the Term of the applicable Services or Software Attachment.
- 11.2 PHILIPS DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. PHILIPS DOES NOT GUARANTEE THAT IT WILL CORRECT ALL PROGRAMMING ERRORS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE WARRANTIES ARE EXCLUSIVE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- 11.3 CUSTOMER'S EXCLUSIVE REMEDY AND PHILIPS' ENTIRE LIABILITY FOR A BREACH OF THESE WARRANTIES IS: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY OR (B) REPERFORMANCE OF THE DEFICIENT SERVICES.
- 11.4 These warranties are subject to the following conditions: the Software (a) is installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the Software was intended, (c) is maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Software; and Customer notifies Philips immediately in the event the Software at any time fails to satisfy the warranty. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Software without prior validation approval by Philips; use or operation of the Software other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Software; or viruses or similar software interference resulting from connection of the Software to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the third-party products.

12 Limitation of Liability. PHILIPS AND ITS SUPPLIERS' TOTAL LIABILITY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO THIS EXHIBIT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO PHILIPS UNDER THIS EXHIBIT DURING THE 12 MONTHS

PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS LIMIT IS CUMULATIVE. ALL CLAIMS OR ACTIONS WILL BE AGGREGATED TO DETERMINE SATISFACTION OF THIS LIMIT AND THE EXISTENCE OF MORE THAN ONE CLAIM OR ACTIONS WILL NOT ENLARGE THIS LIMIT. Customer acknowledges that the price of the Software and Services reflects this negotiated limitation of liability.

- 13 Termination.** Either party may terminate this Exhibit if the other party materially breaches the Exhibit and does not cure such breach within ninety (90) days after receiving written notice from the non-breaching party specifying the nature of such breach. Either party may terminate this Exhibit upon thirty (30) days written notice if there are no outstanding Services Attachments. Philips may terminate this Exhibit if Customer breaches a payment obligation and does not cure such breach within ten (10) days after receiving written notice from Philips regarding such breach. Either party may terminate this Exhibit immediately if the other party makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudged bankrupt, becomes insolvent or is placed in the hands of a receiver.
- 14 Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHILIPS AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, WHETHER BASED UPON A CLAIM OR ACTION OF TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that the price of the Equipment reflects this negotiated disclaimer of consequential damages.
- 15 General Terms.**
- 15.1 Force Majeure. Each party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- 15.2 Bankruptcy. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- 15.3 Assignment. Customer may not assign, directly or by operation of law, any rights or obligations in connection with the transactions contemplated by the Exhibit without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
- 15.4 Export. Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the Software from the country of delivery.
- 15.5 Governing Law. This Exhibit shall be governed by the laws of the country of domicile of Philips without giving effect to its conflict of law provisions.
- 15.6 Time Limit to Bring Actions. Except for actions for nonpayment or breach of Philips' proprietary rights in the Software and Documentation, no action, regardless of form, arising out of or relating to this Exhibit may be brought by either party more than one year after the cause of action has accrued.
- 15.7 Entire Agreement. This Exhibit and the Agreement constitute the entire understanding and agreement by and between the Parties with respect to the transactions contemplated herein and supersedes any previous understandings or agreements between the Parties,

whether written or oral, regarding the transactions contemplated by the Exhibit. All prior and contemporaneous proposals, sales quotes, negotiations, documents and agreements (whether or not signed) between the Parties on the matters contained in this Exhibit are expressly superseded by this Exhibit. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in a writing specifically referring to this Exhibit and signed by the Parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the Exhibit.

- 15.8 Headings. The headings in the Exhibit are intended for convenience only and shall not be used to interpret the Exhibit.
 - 15.9 Severability. If any provision of the Exhibit is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.
 - 15.10 Notices. Notices or other communications shall be in writing, and shall be deemed served if delivered personally, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the cover page of the Exhibit.
 - 15.11 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products, Software or Services shall not serve as references in interpreting the terms and conditions of the Exhibit.
 - 15.12 Obligations. Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the Exhibit or in connection with any other agreement, contract, or account with Philips.
 - 15.13 Survival. All Sections which by its nature are destined to survive, shall survive and in any event the following Sections shall survive expiration or termination of the Exhibit: 1, 6.2, 8, 9, 10.2, 11 and 15.
 - 15.14 Changes. Any changes will be captured in an updated Quotation.
 - 15.15 Conflicting Provisions. In the event of conflicting provisions between one of the Attachments and this body of the Exhibit, the provisions in the Attachment shall prevail, but only for the Software or Services to which the specific Attachment refers, except for provisions related to Philips' liability in which case this Exhibit shall prevail.
- 16 Restrictions on Use and Disclosure**. The information contained in this document contains Philips' confidential information and may not copied or be disclosed to third parties by Customer without Philips' prior written approval. This document does not grant any license or copyright on any of Philips' intellectual property contained or referred to herein. Upon Philips' request Customer will destroy this document or return it to Philips, including any copies.

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12. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR DIGITAL & COMPUTATIONAL PATHOLOGY

1 Services.

- 1.1 Initial Inspection. Following the Effective Date of this Agreement, Philips will perform a PM visit and inspect each piece of Equipment as specified in the Quotation ('Equipment') not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturers' specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rates. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from this Agreement. Customer's consent and agreement to such amendment of this Agreement will be implied (by Customer's not having elected for such repair). All relevant elements shall be specified in an (updated) Quotation.
- 1.2 Planned Maintenance Service (PM). To the extent indicated in the Quotation, Philips will provide planned maintenance services including general Equipment inspection and planned maintenance activities of non-emergency nature. 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).
- 1.3 Corrective Maintenance Service (CM). To the extent indicated in the Quotation, Philips will provide corrective maintenance services including repair activities due to Equipment malfunctioning and provide replacement parts (if applicable), on Exchange Basis (as defined below), as necessary to repair the Equipment.
- 1.4 Parts. To the extent indicated in the Quotation, 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. Replacement parts provided by Philips may be certified refurbished. All components used are subject to Philips' inspection and quality control procedures and are equivalent to new in performance. Parts removed for replacement, any not used 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 employees performing the Services. Failure by Customer to return the spare part will result in additional invoicing by Philips of the spare part value.
- 1.5 Monitoring and Analytics. To the extent set out in the Quotation, Philips will provide Customer with an implementation and account activation for OMS. OMS enables system log-file analysis and is a prerequisite for monitoring features.
- 1.6 Software Updates and Fixes. As set out in the Quotation, Philips will install system software updates if and when made available by Philips or the Original Equipment Manufacturer (OEM). Software updates mean revisions to Philips or OEM proprietary system software in order to maintain the existing/optimal clinical functionality and/or safety, or to correct any bugs or errors or any other problems without extending functional capabilities and without hardware changes. Irrespective of the offering in the Quotation, Philips will always install so-called mandatory FCOs (Field Change Orders) as and when required.
- 1.7 IT Server Service. Philips will provide, through its subcontractors, IT service on the servers set out in the product sales quotation (if any). Philips will be the first point of contact for Customer for any IT server service request.

- 2 Service Coverage. 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 is not

otherwise included in this Agreement). Subject to the availability of personnel and repair parts, Philips will provide such additional service and repair parts and invoice Customer at Philips' then current standard rates for labor and Philips' then current list price for parts as quoted on request.

- 2.1 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.
- 2.2 Remote Expert Connect. Customer shall have the entitlement described in Exhibit 6B Additional Terms and Conditions for System Intelligence – Remote Expert Connect
- 2.3 Hours of Coverage. Philips will provide the planned and corrective maintenance services during the service window hours as indicated in the Quotation excluding Philips observed public holidays in the country of the Site. If the Quotation does not mention the Hours of Coverage, normal coverage would be Business Hours, Mo-Fri, 0900-1700, Customer local time, excluding weekends and public holidays in the country of the Site.

3 Exclusions. The Services do not include:

- 3.1 unless otherwise specified in the Quotation, maintaining or repairing third-party products;
- 3.2 maintenance or repair, including the cost thereof, required due to operating the Equipment outside of recommended environmental specifications any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to 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.

Resolving issues resulting from changes (not made by Philips) (i) in Active Directory settings of the IMS or (ii) issues resulting from changes due to patch management by Customer or (iii) issues resulting from anti-virus products used or anti-virus management by Customer. Any downtime caused by such issues pursuant to (i), (ii) or (iii) shall not be regarded as Downtime as defined in any Uptime Guarantee commitments.

4 Customer Responsibilities. During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and IFU (Instructions for Use), including, but not limited to its IT system. Customer must communicate any changes to Philips service department in a timely fashion to allow Philips to flag any potential issues. If due to a customer triggered IT change the Equipment breaks down/is interrupted, the recovery effort will increase and the agreed service levels and response times will not apply, until the Equipment is in good working order again. Any extra costs made by Philips for adjusting the Equipment to the Customer initiated IT changes will be for Customer's account. Philips provides no warranty that it can adjust the Equipment to all changes Customer may want to make or to any triggered IT change or environmental change that causes the equipment to break down/ is interrupted.

5 Access to Equipment. Customer shall make the Equipment available in accordance with the planned maintenance schedule provided by Philips. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available Equipment for planned maintenance, otherwise customer waives right to service and Philips may delete Equipment from this Agreement. Customer's failure to do so will constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability whatsoever. Customer agrees to pay Philips at the prevailing demand service rates

for the time that Philips' or its subcontractor's personnel had to wait before being able to gain access to the Equipment.

- 6 Contract Administration.** 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 equipment 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 3 months' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.

Annex 1 – ADDITIONAL TERMS FOR PATHOLOGY SOLUTIONS

- 1 Customer Managed IT.** This is an Annex to the Exhibit Additional Terms and Conditions for Pathology Solutions under the Philips Customer Service Agreement and only applies in those cases where Philips Intellisite Pathology Solutions and Customer have agreed as reflected in the Quotation that Customer will manage parts of its own IT infrastructure. In case of conflict between the terms in this Annex 1 and the Exhibit Additional Terms and Conditions for Pathology Solutions, the terms in this Annex 1 shall prevail.
- 1.1 IMS server part of the Active Directory.** Customer acknowledges that via the Active Directory policies, Customer can change settings on the Image Management System ('IMS') or install more tools on the IMS which can break functionality or cause downtime. Philips will not be liable for issues resulting from changes in Active Directory settings. Any downtime caused by such incidents shall not impact any uptime guarantee commitments. Philips will use reasonable efforts to support Customer, but Customer acknowledges and agrees that there is no contractual obligation on the side of Philips to resolve any issues so caused.
- 1.2 Vulnerability & Patch Management by Customer.** Customer wishes to have control and responsibility over security patch management. Via the patch management tooling Customer can deploy Microsoft security patches, based on Philips' approved patch list. Customer shall notify Philips prior to any patch updates to try mitigating any disruptions to Philips Intellisite Pathology Solution ('PIPS') performance due to patch updates. Philips may intervene in a timely manner to support the Customer finding an appropriate solution to proactively avoid breaking of functionality or downtime caused by patches. Notwithstanding Philips using reasonable efforts to support, Philips will not be liable for issues resulting from changes due to patch management performed by Customer. Any downtime caused by such incidents shall not impact any uptime guarantee commitments.
- 1.3 Antivirus managed by Customer and with Customer Antivirus products.** Customer wishes to have control and responsibility over anti-virus management. Customer shall notify Philips prior to any antivirus updates to try mitigating any disruptions to PIPS (Philips Intellisite Pathology Solution) performance due to anti-virus updates. Philips may intervene in a timely manner to support the Customer finding an appropriate solution to proactively avoid breaking of functionality or downtime caused by such updates. Notwithstanding Philips using reasonable efforts to support, Philips will not be liable for issues resulting from changes due to anti-virus management performed by Customer. Any downtime caused by such incidents shall not impact any uptime guarantee commitments.
- 1.4 Network security management by Customer.** Customer wishes to use network security monitoring tooling not provided by Philips. Customer acknowledges that this may block connections to and from the IMS, potentially leading to issues with performance, stability or reduced functionality. Customer shall notify and consult Philips prior to any network reconfiguration to ensure that no disruption to Philips' remote serviceability and monitoring occurs. Philips may intervene in a timely manner to support the Customer finding an appropriate solution to proactively avoid disruption and possible downtime caused by the change in network configuration. Notwithstanding Philips using reasonable efforts to support, Philips will not be liable for issues resulting from changes due to network security management performed by Customer. Any downtime caused by such incidents shall not impact any uptime guarantee commitments.

13. EXHIBIT – ADDITIONAL TERMS AND CONDITIONS FOR XTEND (ULTRASOUND ONLY)

1. Services.

- 1.1 This service provides coverage (as defined below) after the manufacturer's warranty expires for the covered equipment under this Agreement, unless otherwise indicated in the Quotation.

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 quotation provided.

2.2 **Xtend Basic.**

2.2.1 **Parts.**

- 2.2.1.1 Philips will provide the parts necessary for the maintenance of the Equipment on the Site, excluding Specialty and TEE Transducers, unless otherwise indicated in the Quotation. Customer is limited to one (1) Transducer replacement per year per transducer type for the installed system identified for coverage under this Agreement. Transducer types are Standard, Specialty, and TEE.

- 2.2.1.2 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. Parts removed for replacements, any not used 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 to Philips or Philips' subcontractor employees performing the Services.

- 2.2.2 **Labor and Travel.** Labor and travel hours (on-site and remote) necessary to perform the Services are included. Planned Maintenance Services are excluded.

2.3 **Xtend To-Go.**

2.3.1 **Parts.**

- 2.3.1.1 Philips will provide the parts necessary for the maintenance of the Equipment on the Site, excluding Specialty and TEE Transducers. Customer is limited to (1) Standard Transducer replacement per contract term for the installed system identified for coverage under this agreement.

- 2.3.1.2 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. Parts removed for replacements, any not used 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 to Philips or Philips' subcontractor employees performing the Services.

- 2.3.2 **Labor and Travel.** Labor and travel hours (on-site and remote) necessary to perform the Services are included in the Quotation. Planned Maintenance Services are excluded.

2.4 **Xtend Limited.**

2.4.1 **Parts.**

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