PHILIPS

Schedule 15
Digital Computational Pathology Portfolio (DCP) (Rev 27)

Product Category	Products
Digital Computational Pathology(DCP) Products	Image Management System (IMS)
	Second Generation Scanner (SGS)

1. Definitions

1.1 "Products" means, collectively, the equipment, system, Philips IntelliSite Pathology Solution, including the IMS and SGS, integration services and other products as described within the applicable Quotation.

1.2 "Project Implementation Plan" shall mean, if a Statement of Work is included in the Quotation (SOW) or otherwise created after award of the contract, the project management implementation plan, mutually agreedto by the parties, that sets timetables and the order of project rollout for the work scope set forth in the SOW,if and as applicable to the Products purchased.

1.3 **"**Authorized Users" of the Product shall mean persons reviewing pathology images or those requiring administrative access to patient records and images scanned into the Image Management System, as authorized by Customer, in support of performance of such services.

1.4 "Acceptance" means the following:
For Equipment: Acceptance means the Product(s) has been successfully installed by Philips at Customer's site, substantially meets Philips' functionality for the Product(s) as set forth in the applicable Philips documentation for the Product and is available for first clinical use. Upon successful installation, Customer will sign the Philips acceptance form provided by Philips as acknowledgement that installation is complete and accepted by Customer. In the event that Product Integration is included in the scope of a project, Integration will not commence until Philips' receipt of the Equipment acceptance form signed by Customer.
For Integration: Acceptance means the Product(s) has been successfully integrated into Customer environment and substantially meets the integration requirements described in the applicable SOW ("Integration"). In the event that during Integration Philips discovers elements or features of Customer's environment that were not properly identified to Philips or could not have been reasonably known or understood by Philips prior to agreement on the applicable SOW, Philips may, after the exercise ofcommercially reasonable efforts complete implementation of an applicable Integration requirement, determine in good faith, and provide Customer with written notice, that such Integration requirement cannot, in whole or in part, be implemented. Upon Customer's receipt of such notice, that Integration task shall be considered complete. Any such determination by Philips shall not reduce the price of the Integration or delay payment by Customer. Customer will sign the Philips acceptance form provided by Philips as acknowledgement that the Integration of the Products is complete and accepted by Customer.

1.5 "Available for first patient use" as it relates to the DCP Products and not withstanding anything to the contrary set forth in the Conditions of Sale, means the Product has been installed and performs in substantial compliance with the Philips documentation provided with the Product and is availablefor Customer's first clinical use.

1.6 "Client Device" means a computer, workstation, terminal, or other electronic device used to access the Product(s).
Any other capitalized term used in this Schedule 15 shall have the meaning ascribed to it in the main body of the Conditions of Sale.

2. Payment Terms.

2.1 Unless otherwise specified in the Quotation or Statement of Work (where applicable), Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:

2.1.1 100% of the purchase Price for Products shall be due 30 days from Philips' invoice date.

2.1.2 100% of any Integration services Price shall be due 30 days from Philips' invoice date.

2.1.3 Payment terms are subject to credit approval.

3. Customer Room Preparation Responsibilities.

In addition to the requirements set out in Section 3 of the Conditions of Sale, Customeris responsible for the following site preparation and installation activities:

3.1 Customer is responsible for all activities and costs necessary to prepare the facility for installation of the Product by Philips. Customer's obligations include, but are not limited to, any connectivity to Customer's network, which includes the requirement for such connectivity to comply the applicable Philips Product requirements and specifications, running all required cables prior to installation.

3.2 Prior to acceptance of the Quotation, Customer shall obtain from the applicable Philips implementation team any other additional Customer installation preparation requirements in connection with the implementation resulting from unique attributes of Customer's environment and the size of the implementation.

3.3 Product Operating Environment: Customer shall ensure an adequate operating environment for the Product that meets generally accepted industry standards for the operation of computer server equipment, including without limitation stable table, power and air conditioning. The installation site shall be protected from unauthorized access.

3.4 In the event that multiple server racks are required to support the use of the Product, Customer shall provide,without charge, contiguous rack space at the installation site.

3.5 Minimum Network Requirements. Customer shall provide at a minimum the network requirements, if any, as stated in the SOW and/or the final design documentation, as applicable.

3.6 In case any or all of the above conditions are not properly or timely complied with, or Philips or its representative has to interrupt the installation and installation validation testing for reasons not attributable to Philips, the period of completion shall be extended accordingly and any and all additional costs resulting therefrom shall be Customer's responsibility. PHILIPS NEITHER ASSUMES LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE PREMISES OR THE UTILITIES AVAILABLE AT THE PREMISES IN WHICH THE PRODUCT IS TO BE INSTALLED, USED OR STORED.

3.7 Customer-Provided Equipment. Customer shall procure, maintain and upgrade all hardware and Client Devices. Hardware and Client Devices must meet the minimum requirements set forth in the final design and/or SOW. Notwithstanding the foregoing, no variance from the Client Devices specification is permitted. Minimum requirements for hardware and Client Devices may change during the Term. Upon Customer's request, Philips shall provide updated minimum requirements, if any. Customer is solely responsible for determining whether hardware and Client Device display are of diagnostic quality and for maintaining the displays in accordance with the manufacturer's specifications. Philips is not responsible for providing Client Devices.

4. Archive Requirement

4.1 To the extent required by the final design, Customer is required to have storage and archival capabilities for any Digital Computational Pathology system provided hereunder. If Customer provides its own storage, Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) necessary to manage storage and allow the system to access the storage. To the extent required by the final design, Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether or not Philips provides the storage.

5. Software Installation on Hardware or Infrastructure

5.1 Philips shall install the Licensed Software solely on the hardware delivered by Philips, per the term of Philips Quotation, or on to Customer's virtual infrastructure, provided that it meets Philips' specifications for virtual infrastructure. Customer shall not use the Licensed Software with any other hardware except as expressly stated herein or in an applicable SOW. If Philips releases a Software Update that requires a different Hardwareenvironment and Customer elects to receive the Software Update, Customer shall provide the Hardware changes before Philips performs the Software Upgrade.

6. Storage Sizing

6.1 To the extent not otherwise stated in the Quotation, an applicable SOW, or the final design documentation, Customer and Philips will agree on data retention requirements, including, estimates of storage sizing and which party will source the storage solution(s). Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for the DCP solution. Customer is responsible to determine what storage archive device types and sizes are required to support its DCP solution, whether through procurement from Philips or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage device and archiving solution is best suited to meet its needs. As part of its decision-making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by (a) changes in the types and amount of modality equipment used, (b) technician discretion in file size creation, and (c) clinical protocols within a department. Customer is solely responsible for system administration for the DCP solution, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change. Once the final design is agreed upon between the parties, if it is

determined that additional storage capacity is required beyond what is provided for in the Quotation, Customer shall be responsible for any additional cost associated with increasing the system's storage capacity to meet the requirements of the final design.

7. Unauthorized Patches and Anti-Virus Updates

7.1 Customer's installation or use of (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files i.e., virus definitions); or (c) upgrades to anti-virus search engines without prior validation testing and approval by Philips ("Unauthorized Updates") may adversely affect the functionality and performance of the Licensed Software. If Customer installs or uses Unauthorized Updates, Philips shall haveno liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require Customer to roll back to the most recent operating system and anti-virus search engine versions that have been validated by Philips as posted on the Philips service internet site.

8. Interfaces

8.1 Philips' obligation to provide any Digital Computational Pathology interface is expressly conditioned upon Customer enabling its Information System to send and receive messages to and from the applicable Philips products by the date the products are available for first patient use. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refundin accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

9. Frequent Data Backup/Disaster Recovery Responsibility

9.1 Philips is not responsible for:

9.1.1 the development or execution of a business continuity/disaster recovery plan;

9.1.2 providing a means for backing up data and images; or

9.1.3 backing up the data and images processed by the system. Customer may request Philips' assistance in designing a disaster recovery plan, but Philips accepts no liability whatsoever for the resulting plan or the results of Customer's utilization of such plan. Customer is responsible for providing a storage solution or storage backup device and for performing frequent backups of any data, patient information or images residing on the repository database, on Philips' products,or an archive. Except to the extent that Customer purchases some or all of the storage solution from Philips, as provided for in Section 6 above, Philips does not provide the storage archive or Client Devices to be used with this Product. These are Customer provided and not included in this purchase.

10. Statement of Work ("SOW")

10.1 If applicable, Philips and Customer will create a mutually agreed upon Statement of Work (a "SOW") to include design processes and documents which the parties will sign prior to Philips' commencement of the applicable project. Unless expressly stated in a separate SOW for Integrations services, the acceptance criteria for Integration services shall be set forth in this SOW. The SOW is subject to any mutually agreed written adjustments to the project price, and the terms set forth in the Conditions of Sale, including this schedule, and the applicable Quotation.

11. Applications Administration Requirement

11.1 Customer, at all times, shall have a designated IMS Applications Administrator that has completed the applications training for the version of the product running at Customer's site. The applicable applications training is set forth in the Quotation.

Schedule 15-A
DCP Software License Terms ("Software License Terms") (Rev 27)

In addition to the Licensed Software terms in Conditions of Sale (which may also be referred to herein as the "Agreement"), the following terms and conditions, apply to Digital Computational Pathology products:

1. License Grant

1.1 Software licenses are granted as provided for in the Conditions of Sale.

1.2 Customer acknowledges and agrees that the Product incorporates technology (software, programs, machine codes) owned or certified by Philips' third-party suppliers ("Embedded Software") and that this Embedded Software are either licensed to Customer directly by Philips' suppliers pursuant to third-party license agreements or are subject to certain usage limits beside the ones listed in this Agreement. Customer hereby agrees to be bound by the terms of such third-party license agreements and usage limits. Philips reserves the right to provide additional "notice files" accompanying the Licensed Software as supplied by its third-party suppliers. Such notice files are purely informative.

2. Modifications

2.1 If Customer or any of its officers, employees or agents either (i) devise or acquire any improvements in the Licensed Software, or (ii) suggest or recommend to Philips any improvements, then such improvements and such information shall be disclosed in writing and a non-exclusive, world-wide, royalty-free license shall be offered to Philips in writing. In case Philips accepts such offer either in whole or in part by explicit written acceptance, Philips agrees to grant to Customer a non-exclusive, world-wide, royalty-free license to any further improvements Philips makes to any such improvement made by Customer.

3. Software Updates and Upgrades

3.1 Philips may create and license versions of the licensed Software containing Software Updates and Upgrades from time to time. Philips will make such Updated and Upgraded versions of the Licensed Software to Customer during the warranty period and during the term of a valid Philips Services Agreement for the related Product. Licensed Software versions containing Updates are identified by a change to the right of the decimal point in the Licensed Software release number and are offered to Customer at no additional charge. LicensedSoftware versions containing Upgrades are identified by a change to the left of the decimal point in the Licensed Software release number and are offered to Customer at the Philips prices for such Upgraded version and are subject to the terms and conditions of Philips' then applicable Software License terms and conditions.

3.2 Philips may make available maintenance of the Licensed Software updates and upgrades to Customer at Philips' published services rates and subject to the terms and conditions of Philips' then applicable software maintenance/customer support agreement.

4. Operating System Licensed Software Warranty

4.1 Philips warrants to Customer that the Operating System Licensed Software (the "Licensed Software") will operate in substantial compliance with the Philips manual(s) delivered with the system for a period of 12 months from the date of the system's availability for Customer's first clinical use.

4.2 This warranty is made on the condition that during the applicable warranty period: (i) Customer promptly notifies Philips of the nonconformity giving full details of such nonconformity, (ii) such nonconformity is a critical error in the then-current version of the Licensed Software, and (iii) Philips is able to reproduce the nonconformity, then Philips shall at its option, and at its expense, endeavor to correct the nonconformity, either by replacement, work around, or by modification of the Licensed Software. If, after the expenditure of reasonable efforts, Philips is unable to correct the non-compliance, Philips may refund a reasonable portion of the purchase price for the Licensed Software, in which event the refund will be in full satisfaction of all Customer's claims relating to the non-conformance. Philips does not guarantee the effectiveness of the correction efforts and does not represent or warrant that all errors can be corrected. Correction of the Licensed Software shall not extend the original warranty period as set out above at Section 4.1.

4.3 NOTHWITHSTANDING THE FOREGOING, PHILIPS DOES NOT GUARANTEE THAT THE LICENSED 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, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

4.4 PHILIPS FURTHER GRANTS NO WARRANTY AS TO DEFECTS THAT APPEAR IN THE LICENSED SOFTWARE DUE TO ONE OR MORE OF THE REASONS SPECIFIED IN SECTION 12 OF THE AGREEMENT.

Schedule 15-B
Digital Pathology Historical Case Archival Service Schedule (Rev 27)

If the Digital Pathology Historical Case Data Archival Service ("Data Archival Service") is included in the Quotation, the following additional terms shall apply.

1. Subject to Customer's compliance with the terms and conditions of this Exhibit, Philips shall provide the Data Archival Service to the Customer for the term described in the Quotation. Upon the termination of the Data Archival Service, Philips will retain the data stored for the Customer as part of the Data Archival Service for 30 days ("Retention Period"). After the Retention Period, Philips will permanently delete or erase the Customer's data stored in the Data Archival Service. If Customer wishes to receive data migration support, Customer will have to procure additional Professional Services from Philips before the end of the Retention Period.

2. The Data Archival Service provides an off-site archive for Digital Pathology historical case data remotely on cloud. Data Archival Service does not fix any corrupt or missing files or images and is solely for archiving historical cases at the time of the service performance. Philips makes no warranties that the content is accurate or error-free and is not responsible or liable for any data loss or data corruption. Customer is solely responsible for the content sent to and entered in the Data Archival Service.

3. Data Archival Service fees:

3.1 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within 30 days of Philips' invoice date.

3.2 Unless otherwise set forth in the Quotation, Data Archival Service fees will be invoiced by Philips upon Go-Live, and then every 12 months thereafter for the term described in the Quotation.

3.3 Data Archival Service fees are not decreased based on actual usage. The Order Term is non-cancelable.

3.4 Recurring Fee for Data Archival Service (to be billed monthly) includes data archiving and retention on the cloud only based on the Annual Data Volume as set in forth in the Quotation. Customer will be billed for the additional volume in excess of the Annual Data Volume committed in the Quotation per the Annual Usage True-Up process as described in Section 3.6 below.

3.5 Professional Service Fee: Customer will be charged a one-time fee set forth on the Quotation.

3.6 Annual Usage True-Up: Upon the expiration of each contract year of the Term, Philips shall perform a true-up of Customer's actual usage per below:

3.6.1 In the event that the actual annual data volume (GB/TB) usage for archival ("Archive Annual Data Volume") and/or retrieval ("Retrieval Annual Data Volume") exceeds such respective Annual Data Volumes as specified in the Quotation ("Volume Overage"), Philips shall bill Customer for such Volume Overage. In such case, Philips will invoice the Customer the following:

Archive = (Archive Annual Data Volume × Archive Rate as specified in Quotation × Months) + Volume Overage (i.e., Actual Archive Data Volume – Archive Annual Data Volume) × Archive Rate × Months

Retrieval = (Retrieval Annual Data Volume × Retrieval Rate as specified in Quotation) + Volume Overage (Actual Retrieval Data Volume – Retrieval Annual Data Volume) × Retrieval Rate

3.6.2 There will be no credit or refund if Customer's annual usage is below the Archive and/or Retrieval Annual Data Volume(s).

3.7 Data Archival Service fees may be increased by Philips each anniversary of Go-Live by the greater of (i) 5% per year or (ii) the most recently published 12-month percent change in the United States consumer price index for medical care services (CPI-MCS).

4. Limitation of Data Archival Service

4.1 The Cloud Archiving Service is intended solely for long-term archiving and is not designed as primary storage or as a replacement for local database functionality.

4.2 Access to archived data may be subject to retrieval latency depending on storage tier selected.

4.3 Philips does not validate clinical completeness or accuracy of the data prior to archiving.

Schedule 15-C
PIPS on HealthSuite
Subscription Solution Product Schedule (Rev 27)

1. Application of Terms and Conditions of Sale

1.1 This PIPS on HealthSuite Product-specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product Specific Terms) of the Conditions of Sale, the following sections of the Conditions of Sale do not apply to this Schedule: 1.6 (Philips Security Interest Until Full Payment), 2 (Lease and Trade-In), and 4 (Product Warranty, except as stated below).

2. Definitions

2.1 "Agreement" means this Schedule, together with the Quotation and the Conditions of Sale.

2.2 "Committed Active Storage" means the active storage capacity, expressed in terabytes (TB), calculated as the product of (i) the number of Whole Image Slides processed per day, (ii) the number of days that such Whole Image Slides are retained in Tier 1 Active Storage, and (iii) the average Whole Image Slide size, as specified in the applicable Quotation.

2.3 "Customer Content" means data and information input by Customer into the Subscription Service or otherwise processed by Customer using the Subscription Service (other than Philips' proprietary or confidential information).

2.4 "Deliverables" means materials, work products, and documentation provided and/or delivered as part of the Professional Services.

2.5 "Documentation" means the Instructions for Use (IFU) for the Subscription Service provided by Philips as may be updated from time to time by Philips as well as any other written instructions provided by Philips to Customer.

2.6 "Go-Live" means Subscription Service is ready for Customer's use, defined as the earlier of the following events: 1) Philips first providing Customer with access to Philips' standard instance of the Subscription Service, as evidenced by Customer's signature of Philips' Customer Acceptance Form or 2) Customer's productive use of the Subscription Service.

2.7 "Maintenance" means the tracing or repairing of defects of the Subscription Service through Updates and Upgrades made available from time to time, at the discretion of Philips, according to the Service Level Agreement.

2.8 "Order Effective Date" means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

2.9 "Order Term" means the period of time, specified on the Quotation and commencing at Go-Live, during which Customer will have access to the Subscription Service(s) as described on the Quotation.

2.10 "Professional Services" means the services ordered by Customer and provided by Philips pursuant to this Schedule, including but not limited to installation, implementation, and training, excluding the provision of any Technical Support Services or Maintenance with respect to the Subscription Service or Software.

2.11 "Quotation" means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, term, Committed Active Storage, Storage Rate and other fees.

2.12 "Renewal Term" means each renewal or extension of an Order Term.

2.13 "Service Level Agreement" means Philips' Service Level Agreement for Subscription Service as of the Order Effective Date, which is attached to this Schedule. Philips reserves the right to publish revisions to the Service Level Agreement from time to time.

2.14 "Services" means, collectively, the Subscription Service and any Professional Services.

2.15 "Statement of Work" or "SOW" means the statement of work made pursuant to and a part of this Agreement, describing the implementation specifications, project plans, or other technical instructions, as applicable and agreed by the parties in writing prior to Philips' commencement of the Services.

2.16 "Storage Rate" means the rate as specified in the Quotation, payable by the Customer in relation to the Tier 1 Active Storage.

2.17 "Subscription Service" means the cloud-based application hosted and provided by Philips to Customer on a SaaS basis, including Maintenance and Technical Support Services: all as described in the Documentation and as specified in the Quotation.

2.18 "Technical Support Services" means the technical support services provided by Philips for the Subscription Service according to Philips' current published policy for Technical Support Services, as updated by Philips from time to time. Philips' current Technical Support Services policy is part of the Service Level Agreement.

2.19 "Third-Party Products and Services" means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, other than the Subscription Service or Customer Content, that: a)

Customer has acquired or may acquire the right to use from a party other than Philips (irrespective of whether it is delivered by Philips), or b) for which Philips is not the original equipment manufacturer.

2.20 "Third-Party Terms" means different or additional terms and conditions governing Customer's use of Third-Party Products and Services as may be supplied directly to Customer by the original equipment manufacturer for such Third-Party Products and Services passed through to Customer by Philips.

2.21 "Tier 1 Active Storage" means high-performance, low-latency storage used to store Whole Slide Images and related data that are actively accessed by Customer for primary diagnostic, review, or analysis workflows.

2.22 "True-Up" means the annual reconciliation of actual usage of the Subscription Service against the Committed Active Storage.

2.23 "Update" means a minor release (from .x to .y), including bug fixes or limited enhancements, that is made generally available by Philips to all Subscription Service Customers entitled to the Same Subscription Service configuration as Customer.

2.24 "Upgrade" means a major release (from x. to y.) of the Subscription Service that may offer substantial enhancements to Customer's purchased configuration of the Subscription Service and that is made generally available by Philips to all Subscription Service Customers entitled to the same Subscription Service configuration as Customer.

2.25 "User(s)" means any person who is authorized by Customer to use and access the Subscription Service solely for Customer's benefit, in accordance with this Schedule and has been supplied user identification and password by Customer.

2.26 "Whole Slide Image" or "WSI" means a high-resolution digital image created by scanning an entire glass pathology slide, capturing the complete tissue specimen at diagnostic resolution, and enabling digital viewing, navigation, and analysis of the specimen for clinical, review, or analytical purposes.

3. Subscription Service Access

3.1 Subject to the terms and conditions of this Schedule, including without limitation full and timely payment of fees and Customer's compliance with this Schedule, Philips will, during the Order Term, make the Subscription Service available to the Customer for its own internal operations.

3.2 Subscription Service fees are not contingent on Philips' or Customer's configuration of the Subscription Service, or Customer data acquisition.

3.3 The Subscription Service may not be used in conjunction with more than the number of entitled Concurrent Users stated on the Quotation. Additional Concurrent User subscriptions may be added for the Order Term at Philips' then-current rates.

3.4 Customer will use the Subscription Service solely as contemplated by this Schedule. Furthermore, Customer will not:

3.4.1 use the Subscription Service in a manner inconsistent with the Documentation;

3.4.2 sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users;

3.4.3 access the Subscription Service in order to (i) build a competitive product or service or (ii) copy any ideas, features, functions or graphics of the Subscription Service; or

3.4.4 exceed the licensed use of the Subscription Service as described in the Quotation.

4. Deployment

4.1 The Subscription Service will be delivered and deployed by Philips or by a subcontractor named by Philips, as specified on the Quotation or SOW.

4.2 Customer is responsible for cooperating and performing its deployment responsibilities identified in the applicable SOW without delay.

4.3 Customer will maintain adequate internet connection bandwidth in compliance with the Documentation.

4.4 The parties understand that certain performance obligations may depend on the prior completion of obligations by the other party. If one party fails to perform its required obligations by the scheduled date or as specified, and this causes a delay, the non-delaying party will be entitled to a reasonable extension equal to the length of the delay caused by the other party.

4.5 Philips may subcontract to contractors of Philips' choice any of its obligations to Customer or other activities performed by Philips under this Schedule. No such subcontract will release Philips from its obligations to Customer set forth herein.

5. Subscription Service Fees

5.1 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within 30 days of Philips' invoice date.

5.2 Unless otherwise set forth in the Quotation, Subscription Service fees will be invoiced by Philips upon Go-Live, and then every 12 months thereafter.

5.3 Subscription Service Fees are not decreased based on actual usage. The Order Term is non-cancelable.

5.4 True-Up. Every 12 months following Go-Live (the "**Measurement Period**"), Philips shall perform a True-Up of Customer's use of Tier 1 Active Storage during the prior 12 months, based on Philips' system records. For purposes of this Section, "Actual Active Storage" means the amount of Customer Content stored in Tier 1 Active Storage, expressed in TB, measured by Philips on a daily basis.

If, on any day during the Measurement Period, Actual Active Storage exceeds the Committed Active Storage, such excess amount shall constitute "Volume Overage" Philips will charge a True-Up Fee at the end of the Measurement Period. The True-Up Fee is calculated at the end of each Measurement Period as follows:

True-Up Fee = (Actual Active Storage – Committed Active Storage) × Storage Rate × Overage Days, provided that if Actual Active Storage is less than or equal to Committed Active Storage, the True-Up Fee is zero. Philips shall invoice Customer for the True-Up Fee following the end of the applicable term, and Customer shall pay such invoice in accordance with the payment terms in Section 5.1 above.

5.5 Subscription Service fees may be increased by Philips each anniversary of Go-Live by the greater of (i) 5% per year or (ii) the most recently published 12-month percent change in the United States consumer price index for medical care services (CPI-MCS).

5.6 Fees for Renewal Terms will be in accordance with Philips' Quotation for such Renewal Terms provided to Customer not less than 90 days prior to expiration of the current Order or Renewal Term.

6. Customer Responsibilities

6.1 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to) secure network connectivity, as well as maintenance for the same. Customer must employ industry-standard security protections including (but not limited to) virus protection software and security protection for Customer's infrastructure used to access Subscription Service.

6.2 Customer will provide full and timely cooperation with Philips' Technical Support Services resources.

6.3 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule. Customer will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Service, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate fully with Philips in any litigation against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and (c) ensure the proper configuring, programming, updating, and operating of Customer's hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.

6.4 Customer agrees to comply with any and all Third-Party Terms as they are disclosed to Customer in writing in connection with Customer's use of Third-Party Products and Services.

7. Warranty

7.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Order Term.

7.2 In case of a warranty claim, Customer must promptly notify Philips in writing. Upon receipt of such notice, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to make it perform in accordance with the Documentation. All corrections will be made in accordance with Philips' Subscription Service Technical Support Services Policy. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period not less than 30 days, Philips is unable to replace or repair the Subscription Service, Customer may terminate this Schedule without liability upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

7.3 This warranty is subject to the provisions of Section 4.7 and 4.9 of the Conditions of Sale.

8. Maintenance and Technical Support Services

8.1 Maintenance and Technical Support Services will be provided by Philips to Customer as part of the Subscription Service during the Order Term, in accordance with the Service Level Agreement.

8.2 Maintenance and Technical Support Services do not include:

8.2.1 maintenance and technical support services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks;

8.2.2 remediating or repairing any harm caused by computer viruses, Trojan horses, worms, back doors, time bombs, drop dead devices, or other computer programming code or routines that disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hardware or software, data, information or telecommunications equipment or to permit unauthorized access; or

8.2.3 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 or the Documentation; (iii) damage caused by an external source, regardless of nature, or neglect or misuse of the Subscription Service; or (iv) issues resulting from antivirus products used by Customer or antivirus management by Customer.

9. Obsolescence

9.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality or security of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

9.2 Philips may determine that the Subscription Service is obsolete or will otherwise be discontinued and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service or Maintenance or Technical Support Services for same. In such an event, Philips may, with 180 days' prior notice, terminate the Agreement and provide the Customer with a refund for any prepayments covering periods of the Subscription Service that have not yet been provided.

10. Term and Termination

10.1 Order Term. The Agreement will take effect upon the Order Effective Date. The Order Term is set forth on the Quotation and commences upon Go-Live. Unless otherwise set forth on the Quotation, the Order Term (and each Renewal Term) will renew automatically for a Renewal Term of one year at the Fees provided in Philips' renewal Quotation, provided that Customer may opt not to renew an Order Term for any reason with 60 days' written notice prior to the renewal date, and Philips may opt not to renew for any reason with one hundred 180 days' notice prior to the renewal date.

10.2 Either party may terminate an Order Term upon a material breach of this Agreement by the other party if such breach is not cured within 30 days after receipt of written notice specifying the breach. Termination or expiration of the Order Term will also terminate this Schedule.

10.3 Termination of the Schedule for any reason will not constitute a termination of any other orders, or schedules made under the Conditions of Sale that are not subject to this Schedule, and will not relieve Customer of any of its obligations incurred prior to such termination including, but not limited to, payment of all outstanding invoices for Subscription Service performed until the effective date of such termination and will not impair any of Philips' rights which have accrued prior to such date. In the event of termination due to Customer's breach: a) all fees for the remaining period of the Order Term will immediately become due and payable, and b) Philips' obligations under this Schedule will cease. Upon termination or expiration of this Schedule or the Order Term, for any reason, Customer will immediately cease accessing the Subscription Service.

10.4 For a period of 90 days after the effective date of termination or expiration, Philips will make available to Customer for download Customer Content stored in the Subscription Service. After such 90-day period, Philips will have no obligation to maintain or provide any Customer Content and will have the right, unless legally prohibited, to delete all such Customer Content in its systems or otherwise in its possession or under its control.

10.5 In addition to any of its other rights or remedies, Philips may, at its discretion, suspend the Subscription Service or Professional Services where Customer has failed to perform any obligation under this Schedule and such breach is irremediable or, if the breach is remediable, fails to remedy such breach within 30 days after being notified in writing to do so. Philips will not exercise this remedy without prior written notice to Customer, unless such prior written notice is not reasonably possible (for instance, as necessary to ensure the security of the Subscription Service).

Schedule 15-D
PIPS on HealthSuite
Service Level Agreement (Rev 27)

This is the Service Level Agreement describing the Maintenance, Technical Support, and related Services provided for Philips' **PIPS on HealthSuite** solution (the "**Subscription Service**"). This Service Level Agreement is subject to the Subscription Service terms and conditions agreed between the Customer and Philips or the Philips authorized reseller making the Subscription Service available to Customer (the "**Agreement**").

1. Service Summary

Below is a table summarizing the Services offered by Philips as part of the Subscription Service.

Topic	Entitlement Description	
Self-Help Resources	User manual	
Support Channels	Customer Service Portal (Service Now) and Customer Support number	
Telephone and Remote Support	Technical Phone Support and Remote support are available during Business Hours	
Availability	The time that the Subscription Service is available for use, excluding Scheduled Downtime and External Downtime.	
Support Initial Response Time*	Priority 1	1 hour
	Priority 2	4 hours
	Priority 3	8 hours
	Priority 4	5 days
Maintenance	Upgrades and Updates (Frequency & Timing set by Philips)	
Disaster recovery	Disaster recovery protocol and data backup	

*Philips provides an initial response to reported support requests in accordance with the assigned priority level and applicable Service Level Agreement (SLA), during defined Business Hours only, and subject to applicable local laws and regulations and the availability and operational capacity of Philips' regional service resources.

2. Additional Terms and Conditions.

2.1 **Definitions.**

2.1.1 **Business Days** means Monday through Friday, excluding Holidays, unless a different working week is recognized by the Philips office located in Customer's country.

2.1.2 **Business Hours** means the hours of 8AM to 5PM in Customer's time zone on a Business Day.

2.1.3 **Customer Content** means data and information input by Customer into the Subscription Service or otherwise processed by Customer using the Subscription Service (other than Philips' proprietary or confidential information).

2.1.4 **Customer Service Portal** means the online portal accessible to Customer where Customer can report issues and see the status of their issues.

2.1.5 **External Downtime** means all time that the Subscription Service cannot be accessed due to causes beyond Philips' reasonable control including, without limitation: war, terrorism, strikes, fires, floods, governmental restrictions, power failures or surges, Customer infrastructure problems, major data center outage (including DNS), malware or third party actors that circumvent industry-standard virus protection and security measures, disruptions in the Internet or utility service, or manual shutdowns or misuse of the Subscription Service by Customer.

2.1.6 **Holidays** means public holidays recognized by the Philips office(s) for Customer's country.

2.1.7 **Recovery Point Objective** or **RPO** means the targeted length of time between data backup intervals for the purpose of maintaining data that might be lost from the service due to a major disruption.

2.1.8 **Scheduled Downtime** includes all the time that the Subscription Service cannot be accessed due to scheduled maintenance, including preventive maintenance, application of patches, Updates, Upgrades, Service Packs, scheduled reboots, and restarts. There will be two hours of Scheduled Downtime every month for preventive maintenance and application of patches, Updates, Upgrades, Service Packs, scheduled reboots, and restarts. This will be done after-hours on weekends. Philips will publish Scheduled Downtime for each calendar year, subject to adjustment by Philips upon one month's prior notice. However, in the event that downtime is required to remedy a critical issue, including without limitation an event reportable to authorities or a data privacy or security-related issue, Customer must permit Scheduled Downtime within 24 hours.

2.1.9 **Security Incident** means the unauthorized access or use of Customer Content or intentional interference with Subscription Service availability.

2.1.10 **Service Pack** means a modification of the software to a different (a) version as set forth in table 1.

2.1.11 **Unscheduled Downtime** means all time that the Subscription Service cannot be accessed by all Users due to a cause that originates within the Subscription Service. Unscheduled Downtime does not include Scheduled Downtime or External Downtime.

2.1.12 **Update**. A modification of the existing Subscription Service to a different Minor (Y) or a different Level (Z) version as set forth in Table 1.

2.1.13 **Upgrade**. A modification of the existing Subscription Service to a different Major (X) version as set forth in Table 1.

2.2 **Subscription Service Software Release Classification (Table 1)**

Type of release	Number	Deployment	Description
Major release (X)	1	As necessary	An increment to the "Major" number (X) is required due to a release with significant new features or functions, platform or functions changes, and/or new or changed technology. It can also include changes to the intended use.
Minor release (Y)	1.YY	As necessary	An increment to the "Minor" number (Y) is required due to release with fixes, enhancements, new features or functions that do not impact Subscription Service safety or operating efficiency.
Software level release (Z)	1.YY.ZZZZ	As necessary	An increment to the 'Level' number (Z) is required for a release with significant non-regulatory feature or function changes that restore the Subscription Service to its original specification or intended performance, do not impact safety or effectiveness, and ensure full compatibility with the current (unchanged) software.
Service Pack (a)	1.YY.ZZZZ.aa	As necessary	An increment to the "Service Pack" number (a) is required due to corrective maintenance for Customer specific request(s) that need an immediate fix. Service Pack is for a specific Customer or a limited set of Customers. Unlike typical level updates, a service pack is urgently developed and released as soon as practicable to limit the effects of the software issue. It is often released between incremental level updates.

2.3 **Subscription Service Availability**.

2.3.1 **Subscription Service Availability Commitment**. Philips will use commercially reasonable efforts to make the Subscription Service available for Customer's use during the applicable Order Term. The Availability of the Subscription Service is dependent on the availability and performance of underlying services and components provided by third party cloud service providers and other factors beyond Philips' reasonable control.

2.3.2 **Availability Remedy**. In the event of an Unscheduled Downtime, Philips' sole and exclusive obligation and Customer's sole and exclusive remedy shall be for Philips to use commercially reasonable efforts to restore Availability of the Subscription Service in accordance with this Service Level Agreement.

2.4 **Technical Support Services Availability and Service Level**.

2.4.1 Philips will provide the Service elements listed in the Quotation ("Service Coverage"). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage that is not otherwise included in this Quotation). Subject to availability, Philips will provide a Quotation to the Customer for such additional service at Philips' then-current standard rates for labor and – upon acceptance of such Quotation by the Customer – the additional service will be considered part of the Service Coverage.

2.4.2 **Customer Service.** Telephone Helpdesk Support. All Customers may call the Customer Service Portal for remote expert assistance in diagnosis, troubleshooting, and resolution at + 1 800-722-9377 during Business Hours.

2.4.3 **Response times**. Response times are measured from the time Customer opens a support ticket with Philips via Philips' ticketing system, until such time as Philips acknowledges to Customer in writing that it is investigating the issue and has assigned a severity level to it. For severity level 3 and 4 issues, the response will be during Business Hours.

2.4.4 **Environment access**. Whenever Customer initiates a case or incident with Philips that requires access to Sensitive Personal Data for resolution, Philips will request Customer's consent to access Customer's environment through the case or incident opened in Philips' ticketing system.

2.4.5 **Security Incident communication**. In the event Philips becomes aware of a Security Incident within the scope of the Subscription Service, Philips will initiate an appropriate Security Incident response plan according to Philips' documented security incident response policy. Philips will further notify Customer without delay upon Philips' confirmation of a Security Incident affecting Customer and will provide Customer with all reasonably requested information relating to the Security Incident.

2.4.6 **Priority Levels**. Philips' response time will be according to the following Priority Levels as determined by Philips:

Priority level 1: Issues are characterized by the highest level of urgency and impact. In these cases, the system is entirely nonfunctional and none of the users are able to perform their work. The response time for such incidents is set at one hour, ensuring a rapid reaction to restore essential operations as quickly as possible.

Priority level 2: This priority level is assigned when there is a system down situation that has a medium impact, affecting a group of users, or in cases of a partial product outage with a high impact on all users.

Priority level 3: These situations typically involve a medium level of urgency, such as partial functionality loss, and a medium impact, where a group of users is affected. Alternatively, they may involve high urgency, for example, a system outage, but only low impact, affecting just one or a few users. Another scenario qualifying for Priority 3 is when the system is slow but still functional (low urgency), yet the impact is high, preventing all users from working efficiently.

Priority level 4: Issues are characterized by medium or low urgency and medium or low impact. These situations typically involve minor disruptions such as certain parts of the product not functioning properly but affecting only a few users, or the system operating at a slower-than-ideal speed while remaining usable. The impact is limited to a small group or individual users, and the urgency does not warrant immediate attention.

2.5 **Disaster Recovery and Data Backup**.

2.5.1 **Disaster Recovery Protocol.** The disaster recovery protocol will be activated in the event of Unscheduled Downtime or data loss resulting from, for instance, the accidental deletion or corruption of data, crash of the cloud infrastructure or a security incident. If Philips initiates the disaster recovery plan, a status of the activity will be sent periodically to the Customer. After completing the recovery of all services, integrity tests will be carried out and the Customer will be notified. Philips will monitor the efficacy of the recovery protocol until confirmation from Customer that the Subscription Service has been reestablished.

2.5.2 **Data Backup and Restoration.** Customer Content backup is part of the Service offered by Philips. Database daily backups are available for 30 days. The backup allows Customer to recover Customer Content in case of an incident. The backup process is as follows: once a day, Customer Content is backed up; in addition, the database has point-in-time recovery for the current day. For the Subscription Service, the RPO is one hour. In the event Customer Content is lost or damaged, Philips will assist Customer in restoring it from the last available backup. Philips does not guarantee or accept liability for the recoverability of Customer Content. The foregoing is Philips' sole obligation and liability with respect to loss and recovery of Customer Content.

2.6 **Updates, Upgrades, Service Packs**.

2.6.1 **Software Updates and Upgrades**. Philips provides ongoing Updates and Upgrades for Subscription Service as made generally available for customers of the same Subscription Service configuration to ensure continuous delivery of new functionalities, improvements, security patches, and bug fixes. These updates are deployed automatically across all customer environments at regular intervals, typically ranging from six weeks to three months.

2.6.2 **Service Updates and Releases Continuous Integration and Deployment**. All Updates and Upgrades are designed to minimize downtime and are deployed automatically across all customers' environments. Philips follows a continuous delivery approach to ensure efficient and seamless deployment of software updates.

2.6.3 **Test Environment Validation**. For new functionality, Philips provides a preview option that allows Customer to test updates within their existing setup before they are fully deployed. This approach enables Customer to trial new features without affecting their regular operations. Through this process, Customer can explore enhancements and provide feedback, ensuring a smooth transition when updates are officially rolled out to all users.

2.6.4 **Communication and Downtime Management**. Philips will communicate the details of each release, including any potential impacts on service availability. While downtime is generally minimized, any expected downtime will be specified in the product release notes. Philips will work closely with customers to manage deployments and address any concerns they might have.

2.6.5 **Release Notes**. Detailed release notes will be provided with each update. These include information on new features, fixes, security updates, and any actions that may be required by Customer.

2.6.6 **Customer Coordination Training and Configuration Changes**. Should there be a need for Customer-specific configuration changes or training because of an update, Philips may offer these services at an additional charge. Customers will receive a Quotation for these services before implementation. Customer Quotation approval is required to proceed.

2.6.7 **Customer Communication**. Philips will ensure that all relevant information regarding releases is communicated effectively.

2.6.8 **Service Packs**. Service Packs are specifically provided to address urgent fixes for issues within the Subscription Service. Philips deploys these Service Packs at no extra cost to the Customer.

2.7 **Change Management.**

2.7.1 **Change Management Requests.** Change management requests, including but not limited to configuration adjustments, integrations, or deviation to the original Statement of Work (SOW), must be formally submitted by the Customer through the support channel. Each request will be reviewed by Philips, and any associated fees or impacts on service levels will be communicated prior to implementation. All approved changes will be documented and tracked as part of the ongoing support process.

2.7.2 **Configuration Changes**. Any changes to initial setup as documented in the SOW will be accommodated under change management process and may incur a fee.

2.7.3 **Interface Change**: Any changes to inbound or outbound routes as documented in the SOW.

2.7.4 **User Management**. Requests to add, delete, or modify users within the system must be submitted by authorized Customer representatives through the designated support channel. Philips will process these requests in accordance with established security protocols to ensure data integrity and compliance.

2.7.5 **Registry Customization.** Requests to customize the registry within the system must be submitted by authorized Customer representatives through the designated support channel. Philips will process these requests in accordance with the SOW and Customer will be informed when additional costs are involved.