PHILIPS

General Terms and Conditions of Service ("Conditions of Service") (Rev 27)

1. Services

1.1 The services ("Service(s)") offered on the quotation by the Philips entity identified thereon ("Quotation") are subject to these Conditions of Service, the Quotation, and any exhibits and attachments attached hereto (collectively, the "Agreement"). The Quotation will specify the equipment and software ("Equipment") and the location ("Site") and duration of the Services ("Term"). The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) are subject to Philips' confirmation. Customer's terms and conditions do not apply to the Services.

2. Access to Equipment

2.1 If Customer does not make the Equipment available as mutually agreed for Service, Philips may reschedule or cancel the Service, and Philips may charge Customer at then-current demand service rates for all time spent by Philips waiting for access to the Equipment.

3. Price and Payment

3.1 In consideration for the Services to be performed by Philips, Customer will pay the prices defined in the Quotation ("Contract Price") net 30 days from invoice date. Customer will provide POs to fulfill the entire Term.

3.2 The Contract Price excludes taxes. Taxes will be invoiced by Philips and paid by Customer unless Customer provides Philips with a tax exemption certificate in advance. Payment may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers or any other payment method. Philips imposes a surcharge on credit cards of 2%, not exceeding its cost of acceptance. Check payments over $50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.

3.3 If Customer fails to pay any amount not disputed in good faith when due, Philips, in addition to other rights under this Agreement or law, may: (i) charge interest at an annual rate of 12%, billed monthly; (ii) suspend performance; (iii) deduct the unpaid amount from any amounts owed to Customer; (iv) declare all outstanding sums due and payable immediately; (v) commence collection activities, the costs of which will be Customer's responsibility, including reasonable attorneys' fees; and (vi) terminate with 10 days' notice and following the opportunity to cure specified under Section 16.4.

3.4 Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing during the Term. Such adjustment in pricing requires 30-day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than 5% change annually. Price adjustments under this section will be in accordance with the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at http://www.bls.gov/cpi.

3.5 Customer will notify Philips and Philips will be entitled to change the Contract Price if: (i) the location or ambient conditions (e.g., HVAC, power, or grounding) of the Equipment changes, (ii) additional equipment is added to the inventory list, or (iii) the Equipment is (partly) removed or taken out of service by Customer.

3.6 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.

3.7 If Customer has contracted with a third party for purposes of centralized billing and management of Services, at Customer's written request, Philips will route invoices to, and accept payment from, such third party on Customer's behalf. Philips will not accept any additional or different terms and conditions from such third party as a condition of payment, and Customer guarantees all payments under this Agreement.

4. Exclusions

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

4.1 servicing or replacing components of equipment other than Equipment or components listed in the Quotation;

4.2 servicing Equipment contaminated with, or disposing of, blood, potentially hazardous or infectious substances, or biomedical waste/material;

4.3 service specifically excluded in the Quotation;

4.4 services for any third-party product provided by Philips to Customer;

4.5 any error arising from, or service necessary due to:

4.5.1 a design, specification or instruction provided by Customer or Customer representative;

4.5.2 failure to comply with Philips' written instructions or recommendations;

4.5.3 combining Equipment with other product or software other than those recommended by Philips;

4.5.4 any alteration or improper storage, handling, misuse, neglect, accident with, or maintenance of, the Equipment, including without limitation any components, e.g., detectors, transducer, or coils, other than by Philips;
4.5.5 damage caused by an external source, regardless of nature; or
4.5.6 any removal or relocation of the Equipment;
4.6 costs of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;
4.7 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;
4.8 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/adapter cables, UPS fans and capacitors, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;
4.9 cosmetic repairs;
4.10 the cost of factory reconditioning or rebuilds; and
4.11 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates).

5. Customer Responsibilities

During the Term, Customer will:
5.1 comply with all applicable laws, rules, and regulations;
5.2 maintain the Site, Equipment, and operating environment in a clean and sanitary condition and according to Philips' specifications;
5.3 properly remove and dispose of any hazardous material;
5.4 use, and make normal operator adjustments to, the Equipment in accordance with the published manufacturer's operating instructions;
5.5 provide Philips with broadband internet Wi-Fi access for business purposes;
5.6 provide Philips a persistent dedicated high speed internet connection to Equipment to facilitate remote servicing and required remote infrastructure for the Term, by:
5.6.1 supporting remote connectivity complying with IPSec standards (service devices provided by Philips remain Philips property and are provided for the term);
5.6.2 securing a location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
5.6.3 allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;
5.6.4 maintaining a free IP address within the Site network to connect the Equipment to Customer's network;
5.6.5 supporting the installation of service tools (as stipulated in Section 10) for connection to the Equipment and Customer network to enable remote servicing and downloads/installs of updates, upgrades, and fixes of the service tools, core software, and operating system Customer is entitled to under the Agreement; and
5.6.6 facilitating reconnection by Philips if temporary disconnection occurs;
5.7 if Customer fails to provide the access described in Section 5.6 and the Equipment or service tools are not connected to the PRSDC (including any temporary disconnection) or updates are not downloaded and installed, Customer waives its rights to Services and any uptime guarantee until reconnection of remote infrastructure and will be responsible for any damage due to such failure;
5.8 provide Philips and its subcontractors full and free access to the Equipment at the scheduled service time;
5.9 timely return replaced parts to Philips; and
5.10 ensure non-Philips staff working on the Equipment are trained and qualified in accordance with applicable laws and good industry practice.

6. Warranty and Disclaimer

6.1 Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, will be performed in a professional and workmanlike manner. Except as expressly provided in this Agreement, all Services and parts provided under this Agreement are provided "as is" and Philips provides no additional warranties under this Agreement. PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitations of Liability

7.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT

LIMITATION NEGLIGENCE), OR OTHERWISE IN CONNECTION WITH THE SERVICES IS LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER FOR THE SERVICE THAT GAVE RISE TO THE CLAIM(S) OR, IN THE CASE OF RECURRING CHARGES, TO THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

7.2 PHILIPS IS NOT LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, GOODWILL, USE, OR BUSINESS INTERRUPTION REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, INDEMNITY, AT LAW, OR IN EQUITY. THIS SECTION DOES NOT LIMIT PHILIPS' LIABILITY FOR THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

7.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATION OF LIABILITY IN SECTION 7.1: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

8. Intellectual Property Indemnification

8.1 Philips will indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively, "Service Item(s)"), infringes, misappropriates, or violates any third-party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information, authority, and assistance necessary for Philips to defend, settle, or avoid the claim.

8.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright or Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option:

8.2.1 procure the right for Customer to use the Service Item(s);

8.2.2 replace or modify the Service Item(s) to avoid infringement; or

8.2.3 refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips will have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this will not be a replacement for the remedies set forth in 8.2.1-8.2.3 above. The terms in this Section 8.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

9. End of Life

9.1 AFTER THE END OF LIFE DATE, PHILIPS WILL USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR EQUIPMENT, SUBJECT TO PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE, AND PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE. If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any pre-payments for periods of Service coverage not already completed.

10. Proprietary Service Materials

10.1 Philips may deliver or transmit certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer ("Materials"). Customer has no right, title, or license or other right to access, use, or decompile the Materials. Customer consents to delivery, storage,

attachment, installation, and use of Materials, and Customer consents to a Philips' locked cabinet or box at the Site for storage of Materials and to Philips' removal of all or any part of Materials at any time, all without charge to Philips. Customer agrees to return any Materials no longer required on-site to Philips and is responsible for exportation, duties, fees, and transport cost, all in accordance with Philips' instructions; failure to do so entitles Philips to invoice Customer for the value of the respective tool. Customer will protect Materials against damage, loss, and unauthorized access or use of Materials, and Customer will be liable for any violation thereof. Customer will immediately report to Philips any violation of this provision.

11. Confidentiality

11.1 Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or 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 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:

11.1.1 information in the public domain at the time of disclosure,

11.1.2 information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or

11.1.3 information that is required to be disclosed by law or by court order.

11.2 The confidentiality obligations herein will expire five years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party will be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it will 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. Moreover, nothing set forth herein will prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party.

12. Compliance with Laws

12.1 If any provision of these Conditions of Service is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.

12.2 Each party will comply with all applicable laws, rules, and regulations.

12.3 To the extent applicable, Customer acknowledges it will comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).

12.4 Philips and Customer will comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four years after furnishing Services, Philips will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of four years after the furnishing of such Services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section relating to the retention and production of documents is included because

of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to this Agreement. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.

12.5 Philips, as the date of signature of the Agreement, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs ("Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.

13. Privacy, Data Protection, and Data Use Terms

13.1 Philips processes personal data provided by Customer in accordance with Philips' Privacy Notice, available at www.philips.com/privacy.

13.2 Philips may process personal data as necessary to provide, maintain, support, secure, troubleshoot, and ensure legal and regulatory compliance of the Services and Philips products. Philips will process protected health information (PHI) as defined by HIPAA on behalf and under instruction of Customer pursuant to a Business Associate Agreement to the extent applicable.

13.3 Customer consents to Philips' use of non-personal data for lawful business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

14. Export Control

14.1 Customer will promptly provide licenses or end-user statements required by applicable export laws. If Services become impracticable due to changed export control laws or regulations, Philips may suspend or terminate the Services under this Agreement without any liability other than reimbursing amounts paid for unperformed Services.

15. Assignment

15.1 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.

16. Term and Termination

16.1 This Agreement is non-cancelable by Customer for the Term except as expressly set forth in this Agreement.

16.2 If Customer becomes insolvent, files for bankruptcy, or has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.

16.3 Upon 60 days' written notice, Customer may terminate coverage of any Equipment that it permanently removes from use at the Site or any other site.

16.4 Either party may terminate this Agreement for the other party's uncured material breach following 60 days' prior written notice and opportunity to cure during such period.

17. Independent Contractor

17.1 Philips is an independent contractor. Nothing in this Agreement will be construed to designate Philips or Philips' employees or Philips' subcontractors as Customer's employees, agents, or partners. 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.

18. Force Majeure

18.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate any Services not yet performed.

19. Adulterated Systems

19.1 If Philips determines that Equipment has been modified or altered in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or

device not specified by Philips as compatible ("Adulterated System") that hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, Philips may notify Customer and remove such Adulterated System from the Agreement if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System.

20. Insurance

20.1 Upon Customer request, Philips will provide a certificate of Philips insurance coverage.

21. Rules and Regulations

21.1 To the extent provided to Philips, Philips and its subcontractors will comply with Customer's rules and regulations that do not conflict with Philips policies.

22. Miscellaneous

22.1 Survival. Customer's payment obligations, and Philips' rights, privileges, and remedies, survive expiration or termination of this Agreement.

22.2 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 Services and delivery of similar or dissimilar services will not serve as references in interpreting the terms and conditions of this Agreement.

22.3 Governing Law. This Agreement is governed by the laws of the state in which the Equipment is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

22.4 Customer will report immediately to Philips any event suggesting the Equipment or Services may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Equipment or Services. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.

22.5 Communication. Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.

22.6 Headings used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

22.7 Entire Agreement. This Agreement 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 the parties.

22.8 Additional Service Terms. The Service-specific exhibit(s) included with this Agreement apply solely to the specified Services and govern in the event terms expressly set forth in the exhibit conflict with terms expressly set forth in these Conditions of Service.