Schedule 18
Ultrasound Workspace (Tomtec) (Rev 27)

Product Category	Products
Enterprise Informatics (EI)	Ultrasound Workspace (Tomtec)

1. If Customer's purchase includes and/or consists of Ultrasound Workspace software ("UWS-License" or "UWS-L") and/or Ultrasound Workspace remote maintenance and support services with respect to UWS-L ("UWS-Support" or "UWS-S"), then the following terms apply in addition to the Conditions of Sale:

1.1 Any third-party products supplied with or alongside UWS-L and/or UWS-S are supplied and licensed on the basis of the conditions of use of the relevant software producer.

1.2 The following terms shall have the following meanings:

1.2.1 Update is a copy of a software program containing an individual bug fix or a bundle of bug fixes for UWS-L and minor additional features for UWS-L (and for modular UWS-L, bug fixes and/or additional features may concern one or more modules). These are denoted by a change in the second digit right of the decimal point of the application version number; and

1.2.2 Upgrade is a copy of a software program constituting an upgraded version of UWS-L, i.e. a version comprising features which have been substantially enhanced and modified (and for modular UWS-L), such enhancements may concern one or more modules. These are denoted by a change in the first digit right of the decimal point of the application version number.

2. Delivery and Performance

2.1 Except as otherwise expressly agreed, UWS-L shall be delivered in the version that is current at the time of delivery. Philips will inform Customer when UWS-L is available and how it can be accessed (method of delivery will usually be by Customer download from a secure Philips' site). UWS-L does not include the source code for the software.

2.2 Customer may use UWS-L only in accordance with the licensing terms described in Section 7.

2.3 If product trainings or other support services associated with delivery and installation of UWS-L are not completed within 12 months from the date of delivery of UWS-L, then the training or other support service will expire and Philips will have no obligation to provide such training or other support service and will have no obligation to provide a replacement.

2.4 The software comprising UWS-L was developed for the purpose specified in the section entitled 'Indications for Use' or 'Intended Use' of the user documentation and Customer may use UWS-L for this purpose only. The user documentation is provided with the provision of UWS-L.

2.5 Subject to the remainder of this Section 2.5, Philips grants Customer the non-exclusive right to use any Updates and Upgrades, and other programs/program elements which may be provided to Customer, and subject to these Conditions of Sale as if and to the extent that they are part of UWS-L, provided that the right to use all programs/program elements which are superseded by those programs/program elements supplied in the course of any software maintenance (the "Superseded Elements"), will expire within two weeks of Customer first using the new programs/program elements in production and no later than one calendar month following receipt by Customer of the same. Customer is entitled to keep a copy of such Superseded Elements for archiving purposes for the duration of the relevant License only.

3. Duty to Cooperate and Provide Information

3.1 Insofar as Philips is required to provide further support services in addition to the provision of UWS-L (such as installation, maintenance, and/or training), Customer will cooperate in such activities to the extent necessary by providing personnel, workspaces, hardware and software and data and telecommunications facilities free of charge.

3.2 Philips is authorized to verify whether UWS-L is being used as stipulated in these Conditions of Sale and any user documentation. For the purposes of verification, bug and incident diagnosis and rectification work, Customer will give Philips access to the installed UWS-L, at Customer's option, either directly or remotely via data transfer. For this purpose, Philips may require Customer to provide information concerning the duration and extent of use of UWS-L, and may inspect Customer's books, records, hardware and software. To this end, Customer agrees that Philips shall be allowed access to Customer's business premises during standard office hours free of charge.

3.3 Customer is solely responsible for and must take appropriate precautions against improper use of part or all of the UWS-L licensed software and agrees to take and maintain daily backup copies of any and all data and electronic files used in connection with UWS-L ('Customer Data') to prevent catastrophic loss of Customer Data and any

equipment used in connection with the UWS-L software, and will perform fault diagnosis, and carry out regular checks on Customer Data processing outputs.

3.4 Unless expressly advised otherwise by Customer beforehand, Philips assumes that all Customer Data that it may come into contact with are backed up and Customer agrees not to make a claim against Philips for any lost Customer Data.

3.5 The establishment of a functioning hardware and software environment with adequate capacity for the software comprising UWS-L, which can also accommodate the additional load resulting from use of UWS-L, is the sole responsibility of Customer. Information on the required hardware and software environment is described in the user documentation and can be requested from Philips.

3.6 Any damages suffered or additional costs incurred by reason of breach of the obligations contained in this Section 3 will be borne by Customer.

4. Intellectual Property.

4.1 If Customer suggests any new features functionality, or performance enhancements for UWS-L that Philips subsequently incorporates into UWS-L, such new UWS-L software or features, functionality, or performance enhancements of existing UWS-L software shall be the sole and exclusive property of Philips.

5. Termination.

5.1 Any license to use UWS-L ("License") and any rights granted by Philips which are associated with the use of UWS-L will terminate immediately if any one or more of the following occurs:

5.1.1 Customer fails to pay any amounts due and owing Philips hereunder;

5.1.2 Customer fails to comply with any term(s) of the Quotation or these Conditions of Sale and fails to cure such breach if such breach is remediable within 30 days of becoming aware of it;

5.1.3 Customer fails or refuses to cooperate with any of Philips' reasonable investigation of any suspected violation of the Licenses granted herein, the Quotation, or these Conditions of Sale;

5.1.4 Customer fails to strictly comply with the provisions of Section 10 of the Conditions of Sale (Confidentiality);

5.1.5 Customer becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or

5.1.6 applicable law prohibits or restricts Customer from fully complying with the Quotation, these Conditions of Sale, and Licenses granted herein or Philips is required to terminate the Licenses granted herein to comply with any law, or regulatory, governmental, or any other legal body.

5.2 Upon termination or determination of any perpetual License or, if applicable, the determination of the relevant length of the License ("License Period") in respect of a time-limited License, Customer agrees to immediately stop any further use of UWS-L and, in accordance with the instructions of Philips, return to Philips, or certify destruction of UWS-L and all copies of it that are in its possession or control. All provisions which, by their nature, should remain in effect beyond the termination shall survive termination. No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating the Licenses in accordance with its or their terms, and termination of the Licenses will be without prejudice to any and all other rights or remedies available to Philips as a result of Customer's breach. Notwithstanding the provisions of this Section, if the License and/or the Quotation and/or the Conditions of Sale are terminated, Customer shall remain liable for payment of all License fees and/or charges, which shall become immediately due and payable.

6. Product Safety and Complaints.

6.1 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any UWS-S or UWS-L provided by Philips, for any reason may have:

6.1.1 caused or contributed to a death or serious injury, or

6.1.2 malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel, patients, or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of UWS-S or UWS-L, as applicable, provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to UWS-L and UWS-S provided by Philips hereunder, unless otherwise required by law.

7. License Grant.

7.1 The terms and conditions of use of UWS-L are as described in the Conditions of Sale, except and as further set out in these additional terms.

7.2 Unless otherwise specified in the Quotation, the License is a floating license and Philips may terminate the License, even a perpetual License, if Customer is in breach or default of the Conditions of Sale (which includes these additional terms or the Quotation. The following provisions apply to the specific types of License sold (as set out in the Quotation):

7.2.1 'Single-seat' License. If Customer has purchased any number of Single-seat License(s), Philips grants Customer a perpetual license to install and use that number of copies of UWS-L on individual workstation(s) or individual virtual machine(s). Each individual Single-seat License may be used by only one person at a time;

7.2.2 'Floating' License (also called a 'concurrent-user' license). If Customer has purchased a Floating License, Philips grants Customer a perpetual license to store or install a copy of UWS-L on a storage medium, such as a network server, for the sole purpose of installing or using the UWS-L over a network on Customer's other computers. A single Floating UWS-L License may not be used by or shared among multiple computers simultaneously. If Customer wishes to use UWS-L on multiple computers simultaneously, it must purchase the appropriate number of Floating Licenses. It is possible for Customer to assign the Floating Licenses to individual computers or users;

7.2.3 'Site' License. If Customer has purchased a Site License, Philips grants Customer a perpetual license to store or install a copy of UWS-L on a storage medium, such as a network server, for the sole purpose of installing or using UWS-L over a network on Customer's other computers. A Site License may be used by an unlimited number of users per network server (simultaneous use). Additional Site Licenses are required for each additional storage medium;

7.2.4 'Evaluation' License (also called 'demonstration license'). If Customer has purchased an Evaluation License, Philips grants Customer a non-exclusive, non-transferable time-limited right and license for evaluation purposes as specified by Philips. The license may only be used for a limited period as specified by Philips;

7.2.5 'Volume-based' License. If Customer has purchased a Volume-based License, then the License is also subject to the terms of Section 7.9 of these additional terms and the License is limited to the number of Digital Imaging and Communications in Medicine (DICOM) studies purchased for each modality (such as ultrasound, MRI); and

7.2.6 'Time-limited License ("Subscription"). If Customer has purchased a time-limited License, then the License is also subject to the terms of section 9 of these additional terms.

7.2.7 UWS-L contains components licensed as open source software (referred to herein as 'Third-Party Software Components') and components which may only be used under the conditions of use set forth in these Conditions of Sale. The text of the licenses for the Third-Party Software Components will be provided to Customer with the copyright notices, disclaimers and other notices together with UWS-L. Customer is also entitled to use the Third-Party Software Components to the extent described in these Conditions of Sale. Customer may acquire further rights of use in the Third-Party Software Components from the right holders by entering into license agreements with those right holders under the terms of the relevant open source license and in such event use of the Third-Party Software Components will be governed not by these additional terms, but exclusively by the relevant open source licenses.

7.2.8 Customer is not authorized to and shall not, nor permit others to:

7.2.8.1 use UWS-L outside the country of delivery;

7.2.8.2 reverse engineer, compile, decompile, or disassemble all or any portion of UWS-L except to the extent expressly permitted under applicable law, and only if Philips has failed to provide Customer with data and/or information for the purpose of ensuring interoperability of UWS-L with other software products within a reasonable period after being requested in writing to do so;

7.2.8.3 modify, expand or otherwise adapt all or any portion of UWS-L for any purpose whatsoever except to the extent permitted under applicable law and only if, before correcting an error, Customer permits Philips to correct the error itself and Philips has been unable to do so;

7.2.8.4 divide UWS-L into individual components for use on more than one computer; or

7.2.8.5 copy or reproduce UWS-L and/or the User Documentation, save as expressly permitted in these Conditions of Sale (which for the avoidance of doubt include these additional terms).

8. Volume-based License and Right of Audit

8.1 The one-time license fee for a Volume-based License is calculated according to the number DICOM studies purchased per modality, as specified in the Quotation. Each DICOM study received, stored and/or archived by the

archiving system connected to UWS-L (whether locally or remotely, as may be applicable), whether or not it is subsequently deleted, is counted.

8.2 If Customer exceeds the number of DICOM studies purchases by more than 10%, it must purchase additional DICOM studies from Philips equal to the value of the additional DICOM studies performed.

8.3 Each DICOM study is counted by the Philips archiving system automatically. Once per year, as well as once within 6 months after any termination or expiration of Customer's license to use UWS-L, Customer will permit Philips to inspect the Philips archiving system, preferably remotely via data transfer, to check whether the number of DICOM studies purchased corresponds to the number of DICOM studies performed per year and per modality. If the DICOM studies cannot be counted automatically by the Philips archiving system, Customer is responsible for counting the DICOM studies and informing Philips of this number on request.

8.4 If it is determined in accordance with Sections 8.2 and 8.3 of these additional terms that the number of DICOM studies has been exceeded and Customer has not purchased any additional DICOM studies, Philips will, unless otherwise agreed, invoice Customer for these studies in accordance with the current Philips' price list.

9. Licensing on a Subscription Basis

9.1 In the event that UWS-L is licensed to Customer on a Subscription basis, then Philips grants Customer a nonexclusive, non-transferable and time-limited license, for the initial License Period (being such period as set out in the Quotation) ("Initial License Period"). The Initial License Period is non-cancelable unless earlier terminated for cause, and always subject to Customer's payment of the then-applicable fees. During the License Period, Customer shall be entitled to use UWS-L in accordance with the remaining Conditions of Sale and these additional terms:

9.1.1 the License is limited in terms of volume to the number of DICOM studies per modality (e.g., ultrasound, MRI) and per year, as specified in the Quotation;

9.1.2 the number of DICOM studies is monitored by Philips further to the processes set out at Sections 8.2 and 8.3 above;

9.1.3 if Customer exceeds the ordered number of DICOM studies by more than 10% in any 12 month period (each period beginning on the date of commencement of the Initial License Period and renewing annually thereafter), it must purchase the additional DICOM studies from Philips within 30 days after the end of the Initial License Period (or the most recent Subsequent License Period, as applicable) at the latest;

9.1.4 the number of DICOM studies per License year may be increased at any time during the License Period after prior notification to Philips, with immediate effect, and the License fee shall be adjusted accordingly;

9.1.5 unused DICOM studies at the end of each License year shall expire and cannot be carried over into the next License year;

9.1.6 the number of DICOM studies per License year may only be reduced within 30 days' notice to Philips prior to the expiration of the Initial License Period with effect for the next License year as well as subsequent License years under the automatic annual renewal; and

9.1.7 any License fee may be subject to increase at a rate not to exceed 3% annually or the CPI (Consumer Price Index) (annually adjusted) rate, whichever is higher, at the end of the Initial License Period and/or any given 12 month period thereafter and Customer will be informed of the new fees three months in advance of the end of its Initial License Period and/or any 12 month period thereafter, as applicable. Unless Philips receives notification in writing requesting no automatic renewal from Customer in accordance with Section 9.1.1 (ii), the UWS-L License will be automatically renewed on a Subscription basis subject to the new fee for a further subsequent 12 month period. In the event of termination of the UWS-L License by either Party for any reason, no refund, in full or in part, will be made.

9.2 Software maintenance and UWS-S Service Product.

9.2.1 Only when Customer has purchased UWS-S and/or to the extent set out in the Quotation, and subject always to Customer using the most recent version of UWS-L, Philips provides Customer with the following software maintenance services, which support services are provided remotely via data transfer (for example via VPN connection or remote desktop sharing), provided that in any event transmission is not possible and on-site attendance is required, a further quotation will be submitted to Customer in advance of such UWS-S services being provided:

9.2.1.1 Hotline, Application Support: a customer support hotline (i) to receive bugs and incident reports, (ii) to provide maintenance and advice concerning UWS-L and (iii) for application support purposes (but which support does not replace user training and study of the user documentation);

9.2.1.2 Maintenance of Interfaces: subject always to there being no obligation or guarantee regarding the adaptation of interfaces, Philips will endeavor to adapt to changed conditions interfaces

with external systems which were established when UWS-L was commissioned (measured value transmission, data formats); However, Philips is not responsible for issues arising from a change by third party software applications.

9.2.1.3 Analysis and Troubleshooting of incidents and bugs: subject always to there being no obligation or guarantee to resolve the same or that Philips will do so within a particular time frame, although Philips will endeavor to analyze bugs and incidents in UWS-L which materially affect the use of the same, provided that Customer logs any bugs and incidents arising, including the circumstances in which they occurred, clearly and adequately and makes these documents available to Philips for this purpose, provided always that such UWS-S services do not apply to enhancements incorporated by Customer over and above the interfaces and functions of UWS-L itself and, for the avoidance of doubt, there is also no obligation on Philips to ensure any particular level of uptime availability for UWS-L.

9.2.2 Rectification of bugs and incidents that are attributable to (i) improper handling or use contrary to Customer's License to use UWS-L and/or (ii) use of UWS-L in an operating environment other than that agreed and/or (iii) the actions of third parties, force majeure or other influences for which Philips is not responsible is not included in UWS-S but such rectification may be offered by Philips in accordance with a new quotation.

9.2.3 Philips will, at its own reasonable discretion, determine the method of bugs and incident rectification to be used which may include rectification of minor bugs and incidents by the provision of an Update or Upgrade to UWS-L and where it is not able to rectify a bug or incident within a reasonable period, Philips will provide Customer with a temporary workaround ("Workaround"). Philips will provide Workarounds, Updates and Upgrades to Customer in object code form at Philips' option (i) as a download, (ii) by electronic data transmission or (iii) on a suitable data medium. Categorization of a software program version level as a 'Workaround', 'Update' or 'Upgrade' is at the reasonable discretion of Philips. Philips shall not be obligated to fix all bugs and incidents. Philips obligation is solely to repair issues that would trigger a warranty obligation repair.

9.2.4 Philips will inform Customer of the release of Updates and Upgrades and offer these to Customer either free of charge or for purchase subject to the type of support and maintenance agreement purchased by Customer. The type of support and maintenance services applicable for Subscription licenses is specified on the Quotation. For Updates and Upgrades provided free of charge, initial installation will be free of charge to Customer but Customer is responsible for requesting such installation from Philips and if re-installation is required for reasons for which Philips is not responsible, re-installation may be offered by Philips for a separate fee.

9.2.5 Customer must accept Updates and Upgrades which are provided free of charge (and is responsible for providing the operating environment needed for the Updates and Upgrades to run), unless it cannot reasonably be expected to do so and Customer must notify Philips without delay in writing if this is the case. Where such failure to operate any particular version of UWS-L cannot be attributed to Philips, Philips' obligations with regards to any UWS-S will be suspended for so long as Customer is not operating the current or penultimate version of UWS-L. Philips obligations according to Section 9.2.3 will only be reactivated upon Customer operating such current UWS-L version.

9.2.6 Unless otherwise stipulated, the period for UWS-S will commence immediately following expiration of the warranty period set out in the Conditions of Sale and Customer may not terminate UWS-S, without the prior written consent of Philips. Upon termination of UWS-S by either Party, for any reason hereunder, no refund, in full or in part, will be made.

9.2.7 Any UWS-S fee will be invoiced annually in advance and any additional services separately purchased will be invoiced following performance. Further purchases of UWS-L by Customer will be incorporated into the then current UWS-S agreement automatically, and an agreed sum for such additional services will be added to the annual fee for that current agreement and payable by one separate pro rata invoice issued to cover the period, until the next annual invoice which pro rata invoice will fall due for payment immediately.

9.2.8 Any UWS-S fee may be increased by Philips annually by the greater of (i) 5% annually or ii) the most recently published 12-month percent change in the United State consumer price index for medical care services (CPI-MCS) as of annual anniversary of the Initial License Period. Customer will be informed of the new fees three months in advance of the end of its current UWS-S agreement. Unless Philips receives notification in writing requesting no automatic renewal from Customer at any time in advance of the

expiration of the then current UWS-S agreement, the UWS-S agreement will be automatically renewed subject to the new fee for a further subsequent 12-month period. In the event of termination of the UWS-S agreement by either Party, for any reason, no refund, in full or in part, will be made.

10. Acknowledgements

10.1 Customer expressly acknowledges and agrees that Philips is not engaged in the practice of medicine and UWS-L is an information tool only and not a substitute for professional judgment of healthcare providers in the process of diagnosing and treating patients.

11. Training

11.1 Philips will design and provide training for Customer in the use of UWS-L. The objective of the training includes instruction in the functioning of UWS-L and present clinical applications and/or instruction for administrators. To ensure that UWS-L is used correctly by Customer, training must take place within six months of installation of UWS-L.

11.2 Customer is responsible for organizing training. For training carried out at Customer's premises, this includes providing space for training and making available adequate facilities (e.g., PC, overhead projector, whiteboard, flip charge, other hardware and software). For training given remotely, Customer is responsible for arranging the local services required by it to enable the training to take place.

11.3 Preparation of training documents is the responsibility of Philips and part of the training service.

11.4 After completion of any training, Philips will make training documents available to Customer in electronic format. Customer is authorized to duplicate the training documents at its own expense and Philips hereby grants Customer a non-exclusive, worldwide right to use in any form all copyrightable works prepared by Philips in connection with the training (presentations, videos, text, training documents). Customer may not modify these works.

11.5 Training is provided between 9:00 AM to 5:00 PM CET/CEST. Monday through Friday each week, except on public holidays. Training may be provided outside these times only by express agreement.

11.6 Dates for training must be agreed as soon as practicable after Customer is notified by Philips that training is available for scheduling (with a minimum of 30 days' notice between scheduling and date of training). Philips will offer Customer various possible dates. If none of the dates offered is suitable for Customer, Customer must offer Philips various periods of dates during which the training can take place.

11.7 Philips and Customer agree to comply with the dates scheduled. Should either party experience or anticipate delays, it must inform the other party immediately of the extent and duration of the actual or anticipated delay.

11.8 If Philips is unable to provide the training on the agreed dates due to a Force Majeure as set out in the Conditions of Sale, illness, or other reasons for which Philips is not responsible, Philips will inform Customer of this without delay. Philips and Customer will together determine how to proceed. Claims for compensation by Customer are excluded in this case, unless Philips fails to promptly inform Customer.

11.9 Customer is entitled to postpone the training once for any reason whatsoever. In this case, Customer will endeavor to offer an alternative date in consultation with Philips but if the training is postponed less than four weeks prior to the agreed training date, Customer must compensate Philips for any loss incurred as a result of the postponement.

11.10 Travel costs and other expenses (e.g., hotel costs, meals) incurred for the purpose of the training will be invoiced separately, as a flat fee, and are not covered by the training fee. A flat fee is payable for each day's training provided. Where training courses are held over multiple non-consecutive dates, an additional day's fee is payable for each unit of training.

11.11 Customer may cancel a training order by providing notice, in writing, to Philips prior to the scheduled start of the training, but Customer must pay to Philips cancellation costs of, when less than six weeks before the agreed training date, 50% of the net fee, or, when less than three weeks before the agreed training date, 75% of the net fee, plus any applicable tax. Training orders may only be cancelled in accordance with this section.