PHILIPS

Schedule 13
Radiology Operation Command Center ("Subscription Service") Schedule (Rev 27)

This Product-specific Schedule is subject to and incorporated into the Conditions of Sale (this Product-specific Schedule, together with the Conditions of Sale and the Quotation(s), are referred to as the "**Agreement**"). 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 13: 1.4 and 1.6 (Quotation, Order, and Payment), 2 (Lease and Trade-In), and 3.2 and 3.3 (Shipment and Delivery Date).

1. Definitions

1.1 "Agreement Effective Date" means the date of Customer's acceptance of the Quotation, as documented by the date of Customer's authorized representative's signature on the Quotation.

1.2 "Command Center" is a Command Center site location which connects the Command Center displays to the Spokes as well as the elements of the Subscription Services that are located at the Command Center.

1.3 "Command Center Seat" is a Subscription Service entitlement issued to Customer for a specified number of concurrent (unless otherwise specified on the Quotation) End Users to access the Subscription Service in connection with a Command Center.

1.4 "Customer Acceptance Form" means Philips then current form confirming successful implementation of the Subscription Service for a Spoke or group of Spokes in conformance with the Documentation.

1.5 "Customer Device" is a Customer-owned and managed computer, virtual machine, workstation, terminal, or other electronic device used to access the Subscription Service.

1.6 "Customer Site" is a physical address where Philips deploys Hardware and Software to support the Subscription Service.

1.7 "Documentation" is the Instructions for Use (IFU), IT specifications, manuals, and any other current specifications for Subscription Service published by Philips for the purpose of describing the proper installation, use, and functioning of Subscription Service.

1.8 "End User" is an authorized, individual user credentialed to access any element of Subscription Service. Customer is responsible for ensuring End Users' compliance with the terms of the Agreement.

1.9 "Final Go-Live" means the date that all Spokes committed for implementation in Customer's initial Quotation have gone live, as evidenced by the date of Customer's signature of the Customer Acceptance Form(s) for all Spokes.

1.10 "Go-Live" means, with respect to each Spoke or group of Spokes, the date Customer has signed the Customer User Acceptance form for that Spoke or group of Spokes. If Customer does not sign the Customer Acceptance Form and fails to provide Philips notice of any nonconformities within five days of Philips' completion of testing and implementation, the relevant Spokes will be considered to have achieved Go-Live as of the end of Philips' testing period. In any event Spokes are considered to have achieved Go-Live upon Customer's clinical use.

1.11 "Hardware" is all hardware supplied by Philips as part of Subscription Service and described on the Quotation. Customer Hardware does not include Spokes or Customer Devices.

1.12 "Quotation" is the document specifying the specific Subscription Service ordered by Customer and other Subscription Service terms referenced by this Schedule including, but not limited to, license quantities and fees. The Quotation is incorporated into this Schedule.

1.13 "Software" is any software supplied by Philips as part of the Subscription Service.

1.14 "Spoke(s)" is a Customer imaging acquisition system compatible with the Subscription Service that has been connected to a Command Center via the Subscription Service. Philips makes no representation that any particular make or model of imaging system will be compatible with Subscription Service.

1.15 "Standard Support Hours" are Philips' standard available hours to provide Support, which are Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips'-recognized holidays for Customer's region.

1.16 "Statement of Work" is the Statement of Work signed by Customer and Philips as part of the Quotation and setting forth the project scope and implementation tasks of Customer and Philips.

1.17 "Subscription Client Device" is a Philips provided Hardware desktop with touchscreen for Technologists to access the Subscription Service at their point of care locations.

1.18 "Subscription Service" means the Software, Updates, Upgrades, Hardware, Support, Training, and other services described in this Schedule as well as the Quotation.

1.19 "Service Term" is defined in Section 9.1.

1.20 "Support" is defined in Section 5.

1.21 "Update" is a minor (incremental) or level release of Software that may include fixes, enhancements, or minor changes to functionality.

1.22 "Upgrade" is a major release of Software that may incorporate significant new features or functionality.

2. Subscription Service

2.1 Generally. During the Service Term, and subject to the terms of the Agreement, Philips will provide the Subscription Service as described in the Documentation and the Quotation(s).

2.2 Hardware. As part of Subscription Service, Philips will provide Customer with Hardware for use during the Service Term. Philips retains full ownership of the Hardware. Customer agrees to keep the Hardware free and clear from all claims, liens, and encumbrances and will not assign, sublet, or grant a security interest in the Hardware. Customer will, at Customer's expense, maintain insurance against all risk of damage to or loss of the Hardware other than that caused by Philips. If Hardware is damaged or destroyed (excluding normal wear and tear) Philips will charge Customer, the then-current list price for the Hardware. Philips will upgrade or replace the Hardware as necessary during the Service Term to ensure Subscription Service is functioning according to the Documentation or if required to support an Update or Upgrade of the Software. Customer may not modify, relocate, or install third-party software on the Hardware without Philips' prior written consent. Philips will attempt to reasonably accommodate any Customer requests to relocate Hardware. Hardware relocation services will be provided at Philips' then-current time and materials rates plus travel and expenses.

2.3 Subscription Software. Software provided by Philips as part of the Subscription Service is described on the Quotation and the Documentation. Certain of the Software is hosted in a Philips-managed environment as described by the Documentation.

3. Implementation

3.1 Implementation Plan. Within ten business days of the Agreement Effective Date, Customer will complete Philips' Customer on-boarding sheet containing information about the Spokes, staff to be connected to the Subscription Service, roles, desired access levels, and physical location of Customer Sites.

3.2 Customer Implementation Tasks. Customer will promptly complete its implementation tasks described in the Statement of Work within the timeframes provided therein.

3.3 Customer Acceptance Form. Customer will promptly and without delay sign the Customer Acceptance Form for each Spoke or group of Spokes that are concurrently implemented by Philips in conformance with the Documentation.

4. Software Upgrades, Updates, and Fixes

4.1 Generally. During the Subscription Term, Philips will provide Customer with Updates and Upgrades that are made generally available by Philips to Subscription Service customers. Customer acknowledges that certain functionality in current and previous Software versions may not be available in future Upgrades.

4.2 Third-Party Software. Philips is not under any obligation to update software supplied by third parties, including, but not limited to: operating system licenses, database software licenses, Customer access licenses, and anti-virus for Customer Devices.

4.3 Update/Upgrade Requirements. In order to receive an Update or Upgrade Customer will ensure:

4.3.1 compliance with all terms and conditions of the Agreement;

4.3.2 the accessibility of the Hardware and Software to Philips personnel;

4.3.3 the identification of one Customer representative, in writing to Philips, who will manage and be responsible for Customer's selection and scheduling of the installation of Updates and Upgrades; and

4.3.4 that Customer Devices, Spokes, and all other Customer-supplied software and hardware, as well as Subscription Enabled Devices, meet the specifications of the Update or Upgrade. Customer will procure any hardware and/or software necessary to meet the Update or Upgrade specifications.

4.4 Installation. Update and Upgrade installation will take place at a mutually agreed time. Support for any Update or Upgrade will occur during Standard Support Hours. If Customer requires additional installation support or clinical services, Philips will provide such support or services to Customer at Philips' then-current labor and material rates.

5. Support

5.1 Generally. During the Service Term and subject to the limitations below, Philips will provide Subscription Service Support listed on the Quotation(s) as described in this section. Support is subject to change in accordance with Philips' most current Subscription Service Support policy.

5.2 Telephone and Remote support. Philips will provide telephone and remote support coverage for the Subscription Service during Standard Support Hours.

5.3 Remote Access & Diagnostics. Philips may remotely access the Spokes, Software, and Hardware at Customer Sites to perform Support. Customer will provide 24x7 remote access to the Spokes, Hardware (including Subscription Client Devices), and Software as requested by Philips.

5.4 On-Site Labor and Travel. If Philips determines it to be necessary, Philips may provide on-site Support to resolve Hardware and Software issues during Standard Support Hours.

5.5 Intermediate Resolutions. Customer will implement any intermediate resolutions or workarounds as determined by Philips pending a long-term resolution.

5.6 Other Products and Services. Philips provides Support for Subscription Service only. Customer is responsible for all elements of usage and maintenance of Customer Device(s), Spokes, cameras, and other Customer-supplied software, hardware and infrastructure, including but not limited to their security, anti-virus, user authentication, patching, maintenance, and networking. Upon request, Philips may provide compatibility documentation and specifications for Customer Device integration with Subscription Service.

6. Warranty

6.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Service Term (the "Subscription Service Warranty").

6.2 To make a Subscription Service Warranty claim, Customer must promptly notify Philips in writing. Upon receipt of the warranty claim, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to restore performance in accordance with the Documentation. Philips does not represent or guarantee that all errors can be corrected. If, after using commercially reasonable efforts for a period of not less than 30 days, Philips is unable to repair the Subscription Service, Customer may terminate the Service Term without liability upon written notice to Philips. The foregoing is Customer's sole and exclusive remedy for Subscription Service Warranty claims.

6.3 SUBSCRIPTION SERVICE IS NOT A SUBSTITUTE FOR STANDARD IN-PERSON MEDICAL CARE, INCLUDING IN-PERSON CONSULTATION, IN-PERSON MONITORING OF PATIENTS, OR ANY OTHER HEALTH CARE SERVICES PROVIDED BY CUSTOMER. CUSTOMER AND ITS USERS ARE ULTIMATELY AND SOLELY RESPONSIBLE FOR ANY AND ALL MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. PHILIPS EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY RELEASES, PHILIPS FROM ANY AND ALL LIABILITY RELATING TO CLAIMS OF PERSONAL INJURY, MEDICAL MALPRACTICE, OR OTHERWISE RELATING TO MEDICAL CARE OR HEALTHCARE SERVICES RENDERED TO INDIVIDUALS IRRESEPCTIVE OF WHETHER ANY ASPECT OF SUBSCRIPTION SERVICE IS BEING USED BY CUSTOMER AT THE TIME THE CLAIM(S) AROSE.

6.4 ALL WARRANTY EXCLUSIONS AND DISCLAIMERS SET FORTH IN THE CONDITIONS OF SALE APPLY IN FULL TO THIS SUBSCRIPTION SERVICE WARRANTY.

7. Additional Customer Responsibilities

7.1 Customer Infrastructure. Customer is responsible for ensuring all Customer-managed infrastructure (whether hardware, software, physical or virtual operating environments) required to interface with, support, or utilize the Subscription Service meets the requirements set forth in the Documentation.

7.2 System Administrator. Customer will designate one individual(s) to serve as its system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including End User and system administrator training. The System Administrator will also be responsible for facilitating communication to Customer's biomedical service engineering.

7.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized access to Customer-managed infrastructure connected to Subscription Service.

7.4 User Authentication. Customer agrees to enable a cloud-based Identify Provider that meets Philips' requirements in the Documentation to authenticate (single-sign-on) End Users for Subscription Service. If Customer lacks a cloud-based Identity Provider meeting the requirements in the Documentation, then Customer agrees to use Philips' Identify Access Management service with Multi Factor Authentication as the Identify Provider for Subscription Service.

7.5 User Account Management. Customer is responsible for creating, maintaining, and managing its End Users accounts used to access Subscription Service, including but not limited to tasks such as creating new accounts, resetting passwords, assigning access levels, and deactivating or revoking access.

7.6 Liability for Misuse. Customer is solely responsible for the activities of its End Users and their compliance with this Agreement and the Documentation.

7.7 Customer Devices and Spokes. Customer will procure and maintain all Customer Devices and Spokes. Customer Devices and Spokes must meet the minimum requirements for the Subscription Service set forth in the current Documentation. Minimum requirements for Customer Devices and Spokes may change during the Service Term. Any upgrades or modifications to Spokes that may impact Subscription Service functionality should be reported to Philips promptly for an Engineering Change Board (ECB) to review the proposed changes. Customer is solely

responsible for determining whether Customer Device displays are of diagnostic quality and for maintaining the displays in accordance with the manufacturer's specifications.

7.8 Required Documentation. Customer will provide Philips with the service manuals for any non-Philips hardware and software required for performance of the Subscription Service.

7.9 OEM Cooperation. Customer will ensure the timely cooperation of Spoke and Customer Device manufacturers with Philips to ensure there is no delay or interruption in implementation or Support of Subscription Service. Philips reserves the right to charge to Customer's account additional labor hours incurred due to Customer's failure to secure such cooperation.

8. Education and Training

8.1 Training Entitlement. All training included in the Quotation is made available during the implementation process and must be requested and used by Customer no later than 12 calendar months from the start of the Service Term. Thereafter, Philips has no further obligation to deliver such training.

8.2 Additional Education and Training. Philips may provide additional applications training upon request of Customer at Philips' current prices. Training does not include: maintenance or diagnostic-related technical training or applications training on hardware or software not provided by Philips.

8.3 Scheduling. Initial application End User training must be scheduled at least eight weeks in advance. Changes to scheduled Training must be received in writing by Philips at least two weeks prior to scheduled delivery. Requests for additional training can be accommodated by a notification to the Customer Delivery Manager.

8.4 Course Location. Training may be conducted at Philips' training facilities, Customer Sites, or remotely.

8.5 Travel. Philips' travel expenses for all training delivered at Customer Sites are included in the price described in Quotation(s) for onsite training. All travel and living expenses incurred by End Users are Customer's responsibility.

9. Service Term and Billing

9.1 Service Term. The Service Term commences upon the Agreement Effective Date and ends once the number of full calendar months following Final Go-Live set forth on the Quotation have elapsed. The Service Term is non-cancellable.

9.2 Spoke Volumes and Monthly Fees. The Quotation sets forth the quantity of Spokes Customer commits to receive Subscription Service each month of the Service Term following Final Go-Live (the "Committed Spoke Volume"), the Fees per Spoke, and the monthly minimum Fees for the committed Spoke Volume (the "Minimum Monthly Fees"). Each month prior to Final Go-Live, Philips will commence billing for each Spoke that has achieved Go-Live in the previous month. Starting with the first full month following Final Go-Live, Philips will bill, and Customer will pay, the greater of: (1) the Minimum Monthly Fees, or (2) the total Fees owed according to Customer's current contracted Spoke count.

9.3 Implementation Fee. Unless otherwise set forth on the Quotation, the implementation fee will be billed upon Final Go-Live.

9.4 Off-Hours Support Fee. Any request made for Support outside of Standard Support Hours will be billed based at Philips' standard time and materials rates.

9.5 Net Payment Terms. Unless otherwise set forth on the Quotation, Customer will pay Philips' invoices within 30 days of Philips' invoice date.

9.6 Subscription Service fees may be increased by Philips annually 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) as of the annual anniversary of Go-Live.

10. Termination and Suspension

10.1 Termination. Either party may terminate the Service 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.

10.2 Suspension. In addition to any other rights or remedies Philips may have, Philips may, at its discretion, suspend Subscription Service to protect the security or integrity of Subscription Service, or 2) if Customer has breached its obligations under this Agreement where such breach is irremediable or, if the breach is remediable, Customer 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, with regard to the protection of the security of the Subscription Service.

11. Conclusion of Services

11.1 Decommissioning Steps. Upon termination or expiration of the Service Term, the following decommissioning steps will be taken: 1) Site assessment; 2) Hardware decommissioning; 3) Customer cloud decommissioning; and 4) Customer sign-off of decommissioning.

11.2 Hardware Return Condition. Customer will ensure that all Hardware is clean and sanitized and that all potentially infected materials and biological fluids are removed prior to its de-installation and removal.

11.3 Failure to Return Hardware. If Philips does not receive possession of the Hardware within 30 days from the end of the Service Term Philips will, at its option, either charge Customer the amount of the replacement cost of the Hardware or charge Customer a rental fee of 10% of the Hardware replacement cost per month until the Hardware is returned.

11.4 Data Removal. Customer will ensure that all personal data has been removed from the Hardware as of the date the equipment is removed. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove personal data from the Hardware.

11.5 Data Return. No clinical data is archived by Philips in providing Subscription Service, nor is clinical data storage an intended use of Subscription Service. Accordingly, Philips will not provide Customer data back to Customer at the conclusion of Services, unless Customer requests the return of available data prior to the conclusion of the Service Term. Philips will provide any available data in Philips' standard format.

11.6 No Use Beyond Service Term End. Philips has no obligation to provide Subscription Service beyond the conclusion of the Service Term. Upon termination or expiration of the Service Term Customer shall immediately cease all use of Subscription Service. In the event that Customer obstructs or delays Philips' discontinuation of Subscription Service through Customer's continued use of Subscription Service, in addition to any other rights and remedies Philips may under this Agreement or at law, Customer will pay Philips' then-current list price for the total Spokes contracted under the expired Service Term for each month or partial month that Customer delays decommissioning.