PHILIPS

Exhibit 24
Additional Terms for Digital Pathology Equipment Servicing (Rev 27)

1. Services.

1.1 Initial Inspection. Within 90 days following the Start Date of service coverage, Philips will perform the first Planned Maintenance (PM) visit, and inspect each Equipment not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturers' specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rates. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from coverage under the Quotation by providing written notice to Customer.

1.2 Maintenance Services.

1.2.1 Planned Maintenance Service (PM). Philips will provide routine planned preventive maintenance services, including general Equipment inspection and Equipment basic remote monitoring (in order to identify potential technical issues with the Equipment, conditioned upon Customer meeting its related obligations in this Exhibit). Philips will provide Customer a planned maintenance schedule for the Equipment, such Planned Maintenance will be executed during the Hours of Coverage (as defined in the Quotation), at a time that is mutually agreed upon. In the event that Planned Maintenance or remote monitoring identifies the need for additional Corrective Maintenance Services, Philips will work with Customer to initiate a service action to correct the issue, the coverage for such Service is defined in the Quotation.

1.2.2 Corrective Maintenance Service (CM). To the extent indicated in the Quotation, Philips will provide corrective maintenance services, including break fix repair activities due to Equipment malfunctioning and provide replacement parts, as necessary to repair the Equipment.

1.2.3 Service Requests. Customer can log a Service request through telephone or Customer portal (24X7).

1.2.4 Remote Service. Where possible all Planned and Corrective Maintenance Service will be performed remotely.

1.3 Customer Service.

1.3.1 Telephone Helpdesk Support. All Customers may call the Helpdesk for basic support regarding the use and maintenance of the Equipment or request service during business hours. Philips Customer Care Support Line Call + 1 800-722-9377.

1.3.2 Technical Phone Support. Technical Phone Support is as listed in the Quotation. Philips provides technical phone support via its Customer Care Center (CCC) and Remote Support Center (RSC) to provide remote expert assistance in diagnosis, trouble shooting and resolution.

1.4 Parts. Spare parts for the UFS (Scanner), display, and the IT hardware items supplied by Philips are covered to the extent set out in the Quotation. Replacement parts provided by Philips may be certified refurbished. All components used are subject to Philips' inspection and quality control procedures. Parts removed for replacement, any not used spare part, become the property of Philips and Philips will remove parts from the Site. Customer shall make such parts available and return them to Philips or Philips' subcontractor employees performing the Services. Failure by Customer to return the spare part will result in additional invoicing by Philips of the spare part value. Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other delivery arrangements will be at Customer's request and expense.

1.5 Supplemental Services.

1.5.1 Operations Management Suite (OMS). If included in the Quotation, Philips shall implement and activate an OMS account for customer. OMS enables system log-file analysis and reporting features.

1.5.2 Software Updates and Fixes. If included in the Quotation, Philips will install system software updates made available by Philips or the Original Equipment Manufacturer (OEM) for the Equipment. Software updates mean revisions to Philips or OEM proprietary system software that address essential Equipment performance issues without extending functional capabilities and without hardware changes.

1.6 Field Change Orders (FCO). FCOs are actions to correct Philips equipment provided at no charge to all Customers. Irrespective of the offering in the Quotation, Philips will always provide Customer with mandatory FCOs as and when required (provided Customer provides access to the Equipment).

1.7 Education Services. Philips can provide, on request, remote product training and/or on-site refresher product training or on-site technical training for the amount of hours and number of people, and location, as and if set out in the Quotation.

1.8 IT server Service. Philips will provide, through its subcontractors, IT server service on the servers set out in the Quotation (if any). Philips will be the first point of contact for Customer for such IT server service requests.

2. Service Coverage.

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, service or repair parts that is not otherwise included in this Quotation) subject to the availability of personnel and repair parts, Philips will provide such additional service and repair parts and invoice Customer at Philips' then current standard rates for labor and Philips' then current list price for parts as quoted on request.

2.1 Labor. Labor for Corrective Maintenance is as set forth in the Quotation.

2.2 Travel. Unless indicated otherwise in the Quotation travel hours necessary to perform the Services are included.

2.3 Hours of Coverage. Philips will provide the Planned and Corrective Maintenance services during the service window hours as indicated in the Quotation excluding Philips-recognized public holidays. If the Quotation does not mention the hours of coverage, normal coverage would be Business Hours, Monday – Friday, 9 AM – 5 PM, Equipment local time, excluding Philips-recognized holidays.

3. Exclusions.

The Services do not include:

3.1 maintaining or repairing third-party products (unless explicitly specified in the Quotation);

3.2 maintenance or repair, including the cost thereof, required due to operating the Equipment outside of recommended environmental specifications described in the Equipment documentation;

3.3 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 hard- or software, data, information or telecommunications equipment or to permit unauthorized access;

3.4 any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the Equipment with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the Equipment, including any components, e.g., scanner lens, camera, gripper, by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with the Equipment, including any components, e.g., scanner lens, camera, gripper;

3.5 resolving issues resulting from changes (not made by Philips) (i) in Active Directory settings of the IMS or (ii) issues resulting from changes due to patch management by Customer (iii) issues resulting from anti- virus products used by Customer or anti-virus management by Customer;

3.6 if the Equipment breaks down/is interrupted due to a customer triggered IT change service levels and response times will not apply until the Equipment is in good working order again. Any extra costs incurred by Philips for adjusting the Equipment to Customer initiated IT changes will be billed to Customer.

4. Customer Responsibilities.

During the term of this Agreement, Customer shall:

4.1 Provide Philips with broadband internet Wi-Fi access for business purposes;

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

4.3 If applicable, provide invitation letters and support visa application and travel requirements in case necessary;

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

4.5 Maintain the level of competency of all staff working on the Equipment covered under this Agreement.

4.5.1 Provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Equipment and Customer network, if the router is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;

4.5.2 maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);

4.5.3 providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;

4.5.4 maintaining the established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection (e.g., by switching off the server); and

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

4.6 If Customer fails to provide the access described in this Section 4, and so the Equipment is not connected to the PRSDC (including any temporary disconnection), Customer waives its rights to Services under this Agreement and any associated obligations.

5. Contract Administration.

5.1 The parties will list all Equipment serviced by Philips in the Quotation and on an itemized inventory list to register and keep up to date each Equipment and its associated coverage level during the Term. Customer may request the addition of additional Equipment to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. Such equipment will be added to this Agreement after receipt of a signed Quotation.

6. Equipment Data.

6.1 Notwithstanding any other term of the Agreement, Customer agrees that Philips may anonymize or aggregate log files, device parameters and other signals collected from equipment used by Customer and associated with Customer ("Anonymized Equipment Data") and use and disclose Anonymized Equipment Data for Philips' own purposes (including, but not limited to, for data analytics activities to determine trends of usage of Philips' or its affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes). In connection with any disclosure of Anonymized Equipment Data, Philips will not associate such data with Customer's identity or the Personal Data of Customer's patients, consumers, or employees.

7. Glissando Desktop Scanner.

7.1 If a Glissando Desktop Scanner is included in the Quotation, the following additional terms in this Section 7 shall apply; in the event of any conflict between the terms of this Section 7 and the previous terms in this Exhibit, this Section 7 shall control for such customers.

7.1.1 The Glissando Desktop Scanner is a third-party product, distributed by Philips pursuant to its agreement with Objective Imaging, which is the legal manufacturer of the Glissando Desktop Scanner. The Extended Warranty model for the Glissando Desktop Scanner is materially different than that of Philips manufactured equipment, Customer agrees to the following terms for the Glissando Desktop Scanner Extended Warranty.

7.1.2 Planned Maintenance Customer will be responsible for cleaning the accessible parts of the Glissando Desktop Scanner. Customer will be trained by Philips personnel during initial installation or during initial product training on maintenance of the Glissando Desktop Scanner.