PHILIPS

Exhibit 3A
Additional Terms for Imaging Services (Rev 27)

1. Services.

Philips will provide the Service elements as indicated in the Quotation. Service not included in the Quotation may be provided upon request subject to a demand service quotation at Philips' then-current rates for labor and parts.

1.1 Initial Inspection. Within 90 days following the effective date of this Agreement, Philips will inspect Equipment not currently serviced by Philips. Philips will: (a) notify Customer of any Equipment that does not meet manufacturer specifications, (b) provide a written estimate for necessary repairs, and (c) upon Customer's request, provide such necessary repairs at Philips' then-current labor rate. If not repaired, Philips may remove such Equipment from this Agreement.

1.2 Planned Maintenance. Unless otherwise indicated in the Quotation, Philips trained personnel will provide planned maintenance (PM) at an agreed time, including general Equipment inspection, planned remedial/non-emergency maintenance activities, and remote Equipment monitoring to identify potential technical issues and initiate any service. Philips will provide an Equipment PM schedule. Philips will not provide PM for ultrasound Equipment unless explicitly required by the Equipment's specifications or included in the Quotation. Services for system failure after PM activities are not included in PM coverage.

1.3 Corrective Maintenance. Unless otherwise indicated in the Quotation, Philips will provide corrective maintenance necessary to repair Equipment, including replacement parts, on an Exchange Basis, as indicated in the Quotation. Corrective maintenance can be provided remotely or on-site at Philips' discretion.

1.4 Parts. Philips will provide parts necessary for Equipment maintenance on an Exchange Basis (as defined herein). Replacement parts provided by Philips may be refurbished. Additionally, in the case of ultrasound, Philips may also use recovered parts. Refurbished or recovered parts used are subject to Philips inspection and quality control procedures and are provided to Customer with the same warranty as new parts under the terms of this Agreement. Parts removed for replacement and unused parts are Philips property ("Exchanged Parts"). Customer may not resell or transfer Exchanged Parts with any third party. Customer shall make Exchanged Parts available and return them to Philips or Philips' subcontractor performing the Services or Customer will be invoiced for the value ("Exchange Basis"). Unless indicated in the Quotation, parts will be shipped using Philips' standard delivery, subject to availability. Expedited shipment may be available at Customer's request and expense.

1.5 Coverage Hours. Philips will provide planned and corrective maintenance during the hours indicated in the Quotation excluding Philips-recognized public holidays.

1.6 Response Time. Philips uses commercially reasonable effort to provide initial/remote response (call back to assess the problem) and on-site response (start of repair actions on-site) within the times listed in the Quotation.

1.7 Labor and Travel. Labor and travel necessary to perform the Services are included unless otherwise indicated.

1.8 Equipment Updates. Philips will notify Customer and schedule an agreed date/time to install available updates determined necessary by Philips. Updates mean revisions to system software without additional functionality or hardware changes. Operating system updates/upgrades and software/upgrades sold separately are not included.

1.9 EasySwitch (MR Systems only). If the Quotation includes EasySwitch, the following applies:

1.9.1 Service Support is aimed at reducing additional service costs for recovery in case of:

1.9.1.1 an item becomes stuck in the bore;

1.9.1.2 magnet discharge in preparation for a disaster;

1.9.1.3 magnet re-energize after a long-lasting power shut-down, or

1.9.1.4 when a MRI system is relocated to a different site.

1.9.2 The support is limited to maintenance for EasySwitch service innovations (controls, integrated discharge and re-energize tools and redundant air- cooled compressor), remote support and guidance for EasySwitch On/Off, on-site Field Service Engineer (FSE) recovery (de-energize, reenergize, shim-check, re-shimming if needed). The magnet may need shimming after an EasySwitch On/Off cycle and the shim integrity must be checked. Additional charges for service support apply in case EasySwitch is used beyond these four use cases or more than two times within a single contract year.

1.10 Service Performance Manager. Philips provides Customer with service performance and operation data for Equipment. Philips provides no warranty regarding said data, including without limitation regarding data accuracy or usability, and Customer is solely responsible and liable for Customer's use of and reliance on such data. Philips will provide five user licenses per Site to access the data/insights dashboard for the Term. Customer may request additional user licenses. Philips may, in its sole discretion, make changes or cancel any access to the dashboard or features.

1.11 Transition to In-house Support (Transition Assist). If included, Customer may transition to in-house support coverage for the remainder of the Term on the contract anniversary date by providing at least 90 days' written notice. Completion of biomedical technical training (sold separately) is required to gain access to the system diagnostic licensing and tools and service documentation. Strategic parts options are not removable during the Term. Customer may transition back to comprehensive service coverage at any time during the Term.

1.12 Transition to In-house Remote (Transition Assist - Support). If included, Customer may transition to in-house remote coverage for the remainder of the Term on the contract anniversary date by providing at least 90 days' written notice. Customer may transition back to in-house support or comprehensive service coverage at any time during the Term.

2. **Customer Responsibilities**. During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and guidance provided by Philips from time to time. In addition, for MRI related Services and Equipment, Customer shall:

2.1 maintain: (i) uninterrupted facility power quality, including for the cryogenic refrigerator and chilled water system; (ii) uninterrupted facility chilled water flow, temperature, and quality, including for the cryogenic refrigerator system); (iii) facility temperature and relative humidity; (iv) static and dynamic environment (magnetic field environment) stability; and (iv) a ferromagnetic material free area.

2.2 never switch off the host computer of the MRI Equipment.

2.3 accept remote, centralized magnet 'health' monitoring for all magnet related parameters such as the liquid helium level and the functioning of the refrigeration system (also known as the "Cold head and Cryo-compressor system") or, if remote connectivity is not accepted, record and report to Philips on a weekly basis:

2.3.1 the level of the liquid helium of the MRI Equipment; and

2.3.2 the status of the MRI Magnet refrigeration system.

2.4 immediately inform Philips of: (i) any message on the computer that helium refill is required or that scanning will be prohibited immediately or within days (if the latter, Customer shall also immediately cease use of the Equipment); (ii) the helium level is below the minimum level as indicated in the Instructions for Use; (iii) a sudden drop of helium; or (v) the magnet refrigeration system becomes out of order.

2.5 act on alerts by the Equipment or monitoring processes related to the operating environment condition.

2.6 timely inform Philips of any planned power outages.