Schedule 7
EI Software and Services Solutions (Rev 27)

Product Category	Products
Enterprise Informatics (EI)	Philips Image Management (839060)
	Philips MyVue
	Philips Vue Reporting
	Philips Vue Motion
	Philips Vue PACS
	Philips Vue Explorer (WFM)
	Philips Vue Archive

This Product-specific Schedule is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product-Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule 7: 1.4 and 1.6 (Quotation, Order, and Payment), 2 (Lease and Trade-In), and 3.2 and 3.3 (Shipment and Installation).

The following additional terms shall apply to sale of Licensed Software Products ("EI Software and Services Solutions") under this Schedule:

1. Definitions

Notwithstanding anything contrary in the Conditions of Sale, the following license terms and restrictions shall apply and govern in the event of conflict with terms expressly set forth in the Conditions of Sale:

1.1 Client Device" shall mean a computer, workstation, terminal, or other electronic device used to access the Product.

1.2 "Go-Live" shall mean the date that Philips makes the EI Software and Services Solutions available to Customer for first use consistent with the usage rights and restrictions under the terms of this Agreement and upon completion of the installation of any server(s) provided by Customer as part of Customer Provided Hardware or purchased through Philips and related network infrastructure.

1.3 Acceptance" of all EI Software and Services Solutions shall occur upon Go-Live. Customer shall promptly sign the Philips' Customer Acceptance Form, at such time. All fees for licenses commence at the same time and, in the event of multiple sites, all licenses and fees start upon Go-Live for the first site, unless otherwise provided on a Quotation. If Customer does not sign the Philips' Customer Acceptance Form within five days of the completion of testing and implementation, Customer shall then be deemed to have accepted the EI Software and Services Solutions as of the end of the acceptance testing period. In any event, Customer shall be deemed to have accepted the EI Software and Services Solutions upon use thereof.

1.4 "Quotation" shall mean the Philips quote affixed to this schedule signed by Customer for the Philips EI Software and Services Solutions. Each Quotation shall list all the fees and any license limitations applicable to Customer's purchase of licenses, maintenance and support, and professional services, including all installation, migration, interfacing tasks set forth on a Statement of Work. All Licenses fees, maintenance fees, subscriptions fees and professional services fees, as applicable, shall be payable per the payment terms in the Quotation.

1.5 "Statement of Work" shall mean the Philips statement of work signed by Customer and Philips at time Customer places its order to purchase EI Software and Services Solution. A statement of work shall be required for all EI Software and Services Solutions and such document shall address in general terms all interfacing and professional services delivery project scope requirements, at minimum.

1.6 "Updates" means fixes or corrections for Software bugs to enable the Software to substantially perform in accordance with its Documentation which is typically designated by a change in the third number in the series (always can be found to the right of the decimal point). Software Update is made generally available to Philips customers that are under a service or maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotations or Agreement schedule. Updates do not include new products, modules or extensions for which Philips elects to charge separately.

1.7 "Upgrades" means a new version or release of software that contains new features and enhancements to functionality and may include a change to the platform. A new version and release, under this definition, are typically designated by a change in the first or second number in the series (which can always be found to the left of the decimal point). Software Upgrades are made generally available to Philips customers that are under a service maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotations or Agreement schedule. Customer will be charged for professional services fees and other fees as a result of a change associated with the Upgrades, as detailed in the Quotation. Notwithstanding the foregoing, Upgrades do not

include new products, platform, modules or extensions for which Philips elects to charge separately; provided however, such Upgrades have a substantial change from the previous major version with respect to product feature(s) or underlying technology. New optional licensable software may be available for additional software and services fees and shall not include Software changes with a version change in the first or second number in the series.

2. License Term and Limitations

2.1 Term License Model with Separate Maintenance and Support Purchase Option. Under this sale model, each EI Software and Services Solution license shall commence upon Go-Live (as defined in Section 1.2 above) and continue for the license period set forth on the Quotation ("Term License"). Philips shall provide the maintenance and support services set forth in Schedule 7-A and any applicable Supplemental schedules affixed to this schedule for a period of 90 days. Customer's purchase of maintenance and support services post warranty of the Term License are optional and not required. Therefore, Philips shall have no obligation to perform maintenance and support on the Term License software, for any period post warranty that Customer has elected not to purchase maintenance and support agreement coverage. The license to a EI Software Solution shall expire upon the final anniversary date of Go-Live based on the number of years in the Term License, unless Customer renews the license term prior thereto. In the event Customer elects to purchase maintenance and support services for a post warranty period, such maintenance and support services shall be provided under the terms of these Conditions of Sale, including Schedule 7-A, as applicable; provided that, Customer issues a purchase order with a separate line item listing the post warranty maintenance and support purchase per the Philips post warranty service Quotation.

2.2 Solution Subscription Option. Under the subscription service model, commencing upon Go-Live, Customer receives an annual subscription license for the number of years set forth on the Quotation ("Subscription License Term"), and the maintenance and support set forth in Schedule 7-A and any supplemental schedules, as applicable, affixed to this schedule for the entire Subscription License Term for one annual fee ("EI Software and Services Solutions Subscription Option"). Thereafter, the then current EI Software and Services Solutions Subscription Term shall expire on the end of the last anniversary date of the Subscription License Term, unless Customer renews the subscription term prior thereto.

2.3 Products Warranties for all sales models 2.1-2.2. The warranties set forth in Section 4 in the baseline Agreement shall apply to sales of the EI Software and Services Solutions purchased under Sections 2.1-2.2 of this Schedule.

2.4 All licenses are subject to a limited number of sites (by physical address), users, connections and study or exam volume set forth in the Quotation. In all cases a "Site" shall mean a unique physical street address for imaging equipment that has usage information sent to or pulled by the EI Software and Services Solutions Licensed Software and "Users" shall mean the number of named users that are employees or contract temporary employees by Customer legal entity expressly set forth on the Quotation and/or Statement of Work. In no event shall GE, Siemens, or another medical device manufacturer, distributor, or independent service organization use or have access to EI Software and Services Solutions. Customer shall have the right to replace a User with a different named User at no additional charge; provided that, the User being replaced is permanently no longer using the EI Software and Services Solutions Licensed Software to benefit Customer.

2.5 Prior to the assignment of any licenses, including an assignment pursuant to a purchase of substantially all of Customer's assets, organic growth or expansion plans, Customer will provide Philips with written notice along with reasonable data to determine how such events will impact the licensing limitations applicable to each License. These events may require Customer purchase additional Licenses to address a change in the number of Users, Sites, connections and Annual Exam Volume prior to the use of EI Software and Services Solutions Licensed Software for such events.

2.6 Subject to fulfillment of any payment obligations by Customer arising from the use of the EI Software and Services Solutions Licensed Software, Philips grants Customer the applicable license under the model quoted. All EI Software and Services Solutions licenses are non-exclusive, non-transferable and subject to compliance with the usage, rights and restrictions set forth herein and solution description on the Quotation.

2.7 Termination. Customer may terminate this Agreement upon 60 days written notice to Philips specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such 60 days' notice period. Philips may terminate this Agreement, if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within 30 days of a written notice; as described in Section 3.1 (Billing).

2.8 Termination Fees. The sales models offered by Philips under Sections 2.1 and 2.2 are non-cancellable for their full term set forth in the Quotation ("Term"). Accordingly, in the event Customer provides written termination notice other than Philips' uncured material breach or is in material breach of its obligations arising therefrom and Philips

terminates the Agreement for such models, Customer shall promptly pay Philips all charges for the EDI Software and Services Solutions provided through the date of termination plus a "Termination Charge" equal to the fees that Philips would have been entitled to receive for the balance of the Term for such licenses, maintenance and support purchased, and/or subscription period. The parties agree that all fees were negotiated based upon Customer's commitment to the full Term. Philips' damages in the event that the Term is terminated early would be difficult or impossible to ascertain. The Termination Charge is intended, therefore, to establish liquidated damages in the event of termination and is not intended as a penalty.

3. Billing based on Customer Delays, Offset, and Pricing

3.1 Billing. Customer shall pay Philips invoices per the payment terms set forth in the Quotation or within 30 days of Philips' invoice date. First payment (excluding Upfront Fee as described in the Quotation) will be due and payable within 12 months from contract signing date or upon Go-Live, whichever comes sooner. Following a period of two years from the receipt of a Customer order, Philips shall maintain the right to bill Customer for all fees associated with such project regardless if Customer decides to proceed with the project or not.

3.2 Offset. Payment obligations for the fee set forth on a Quotation for each EI Software and Services Solutions are independent fee obligations not subject to offset.

3.3 Subscription 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.

4. Philips Ownership in the EI Software and Services Solutions

4.1 The Licenses granted under these Conditions of Sale for all EI Software and Services Solutions offered under Sections 2.1 and 2.2 of this schedule shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software. Except for the licenses set forth in this exhibit for the term (under options offered per subsections 2.1 and 2.2), Philips retains all rights, title, and interest to all intellectual property in or arising from the Licensed Software.

5. Third party software

5.1 Unless otherwise specified in the Quotation, the EI Software and Services Solutions may include software from other commercial suppliers who require Philips to pass through, or otherwise have Customer agree to, their end user license terms. Such terms are specified in: https://images.philips.com/is/content/PhilipsConsumer/Campaigns/HC20140401_DG/Documents/Pass-through-August-2020.pdf or otherwise provided via means including software delivery. Philips does not warrant the operation of third-party software, rather all third-party software acquired by Customer from Philips is subject to the warranties contained in the third-party software end user terms.

6. Cancellation

6.1 The term set forth on the Quotation ("Term") is non-cancellable before the expiration date of the Term. Each Quotation will commence on its respective effective date and thereafter will remain in effect for the entire Term stated therein.

7. Statement of Work

7.1 A Statement of Work, if required as defined in the product schedules, must be signed in writing by both parties and submitted with Customer's purchase order. Philips may reject orders in the absence of the Statement of Work.

8. Server Hardware

8.1 Customer Provided IT Infrastructure. Customer shall be responsible to procure all hardware (including server, storage, and client devices) and network bandwidth as set forth in the Statement of Work ("Customer Provided Hardware and IT Infrastructure"). All Customer-provided hardware must meet Philips certified hardware specification requirement. Such requirement shall be listed on a Quotation or provided in the Statement of Work. The cost of any new hardware or hardware change to use the EI Software and Services Solutions, including any updates or upgrades provided by Philips under Section 2.1 and 2.2, shall be Customer's obligation and not included in a purchase of EI Software and Services Solution.

8.2 Philips Pass Through Resale IT Infrastructure. In limited cases, Philips may offer a hardware pass through resale service for servers that can be used with EI Software and Services Solutions; however, this is offered purely for one purchase order fulfillment convenient purposes and Customer shall remain responsible to work directly with the vendor for such hardware directly for any break/fix non software issues and purchase any maintenance and support directly with such vendor.

8.3 Philips Provided IT Infrastructure. Customer may elect to purchase hardware from Philips with an option to purchase maintenance and support with Philips for any break/fix issues as described in Schedule 7-A.

9. Customer Managed IT Support Structure

9.1 Customer's Client Device Types. EI Software and Services Solutions may solely be used with client device types and minimum configuration specifications set forth on the Quotation, Statement of Work or Project Implementation Plan. In all cases, EI Software and Services Solutions are not designed nor recommended for mobile device use. Philips shall not be responsible for issues arising therefrom.

9.2 PACS Interfaces. For those Customer's purchasing interface services listed in the statement of work, for which Philips would have to create new interface code to work with third party vendor software, Customer shall ensure that such third parties have completed such interface work for their software by the interface testing date set forth in the project plan. Any delays in meeting such date are the sole responsibility of Customer. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces, except for amounts representing the cost for work performed by Philips prior to such termination which Philips shall be entitled to retain. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract, when Customer's third-party vendor is available to perform interface testing at such time.

9.3 Data Archiving. Customer is required to have an archive for all EI Software and Services Solutions that are used as diagnostic tools to provide patient care (Workflow Tool are Excluded). Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) necessary to manage storage and allow the system to access the storage. Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether Philips provides the storage as a one-off third-party item at Customer's request.

9.4 Storage Sizing. To the extent not otherwise stated in the Quotation, Philips shall have no obligation or responsibility in connection with providing or managing storage. Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aid to calculate and determine its near-term and long-term storage requirements for EI Software and Services Solutions, whether through procurement from Philips as a third-party item or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage archive device is best suited to meet its needs as long as it meets the requirements published by Philips. As part of its decision-making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by:

9.4.1 changes in the types and amount of modality equipment used.

9.4.2 technician discretion in file size creation, and

9.4.3 clinical protocols within a department. Customer is solely responsible for system administration for the Software Solutions, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change.

9.5 Frequent Data Backup/Disaster Recovery Responsibility. Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or backing up the data and images processed by the EI Software and Services Solutions. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database on Philips EI Software and Services Solutions, or an archive, on a daily basis at minimum. Philips also not responsible for backing up the data and images processed by the system. Customer may request Philips' assistance in designing a disaster recovery plan, but Philips accepts no liability whatsoever for the resulting plan or the results of Customer's utilization of such plan. Customer is responsible for providing a storage solution or storage backup device and for performing frequent backups of any data, patient information or images residing on the repository database, on Philips' products, or an archive. Such back-ups shall occur on a daily basis at minimum; however, more frequent back-ups are appropriate depending upon the application; provided that, it is Customer sole liability and responsibility to determine such frequency more often than on a daily basis. Except to the extent that Customer purchases some or all of the storage solution from Philips, as provided for in Section 9.4 (Storage Sizing), Philips does not provide the storage archive or Client Devices to be used with this Product. These are Customer provided and not included in this purchase.

9.6 Unauthorized Patches and Anti-Virus Updates. Customer's installation or use of

9.6.1 operating system patches, updates or upgrades;

9.6.2 anti-virus updates (except to the DAT files i.e., virus definitions); or,

9.6.3 upgrades to anti-virus search engines without prior validation testing and approval by Philips ("Unauthorized Updates") may adversely affect the functionality and performance of the EI Software and Services Solutions. Philips shall perform validation testing of certain Microsoft operating systems, and certified antivirus software published in the documentation during the warranty period. Philips shall have no obligation to validate any other third-party operating system or anti-virus software. If Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require Customer to roll back to the most recent operating system. Management of third party anti-virus software to protect Customer's network infrastructure, Client Devices, the Server, and the EI Software application is the sole responsibility of Customer under this Agreement. Accordingly, anti-virus issue resolution is Customer's responsibility and expense.

9.7 Systems Administration Requirement. Customer, at all times, shall have a designated systems administrator that has completed systems administration training for the version of the EI Software and Services Solutions running at Customer's site. Systems administration training is set forth in the Quotation.

10. If Customer purchases Vue VNA, Studies (regardless DICOM or non-DICOM) ingested in the Vue VNA from other sources that are outside of contract scope set forth in the Quotation will be charged the same VNA storage rate under the Agreement unless otherwise quoted separately.

11. Data Usage

11.1 Philips may use de-identified information to improve the EI Software and Services Solutions, including serviceability thereto, as well as the Philips products to which such de-identified data arose. In all cases, such improvements are made available for purchase to all EI Software and Services Solutions customers. Philips shall defend, indemnify, and hold Customer harmless from any breach of its obligations under this Agreement with respect to permitted use of de-identified data for benchmarking purposes, marketing, advertising, or improving the serviceability of the EI Software and Services Solutions.

Schedule 7-A
Annual Maintenance and Support for EI Software and Service Solutions (Rev 27)

1. Telephone and Remote Support

1.1 Telephone Support. Telephone and Remote Support coverage is included with all software maintenance agreements. Technical and Clinical Telephone and Remote Support coverage services are available 24 hours per day, 7 days per week including Philips-recognized holidays.

1.2 Remote Access and Diagnostics. Philips may remotely access the EI Software and Services Solutions at Customer site. Customer shall provide Philips remote access to the EI Software and Services Solution.

1.3 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services Data Centre ("PRSDC"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding Philips recognized holidays, and includes labor and travel necessary for the delivery of corrective services.

1.4 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the system(s) covered under this Agreement.

1.5 Online Education. Customer shall be entitled to unlimited access to the virtual classroom at the online Philips Learning Center during the term of the Agreement.

2. Interface Support

2.1 Philips supports DICOM and HL7 communication to and from the EI Software and Services Solutions as per Philip's standard specifications as published per message type. In the case of new software versions provided hereunder, Philips shall provide the following:

2.1.1 If the EI Software and Services Solutions, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition as part of the Upgrade Project, additional fees may apply.

2.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the EI Software and Services Solutions that involves modifications to the interface specifications, Philips will provide a quote to Customer for additional professional services fee and requires that detailed technical information on such modifications be made available to Philips at least 90 days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the EI Software and Services Solutions to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer. Philips is not responsible for issues arising from third party modifications to their software or interfaces that result in errors fielding inquires or sending data to EI Software and Services Solutions.

3. Software Versions and Updates

3.1 If a new software version or update is available for the EI Software and Services Solutions, and the requirements of the Agreement are satisfied, then Philips will upgrade the EI Software and Services Solutions application software during the term of the Agreement as follows:

3.1.1 Philips will provide Updates and Upgrades (as defined in Schedule 7) of software for the licensed EI Software and Services Solutions applications originally purchased by Customer. Such Updates and Upgrades do not apply to third party software, including, but not limited to, client and server operating system licenses to use such updates, database software licenses, and anti-virus software (unless specifically specified in the Quotation). Such Updates and Upgrades do not include hardware updates or replacement.

3.1.2 Functionality. Customer is entitled to Updates and Upgrades for the EI Software and Services Solutions applications Philips makes generally commercially available to customers having maintenance and support on the same EI Software and Services Solutions application with the same software version and purchased options, original purchased by Customer. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.

3.1.3 Hardware updates and replacement. Software versions, updates and fixes may require hardware updates or replacement. In the case where hardware refresh option is not purchased, Customer is responsible for any such hardware updates or replacements. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

3.1.4 Certain functionality and/or clinical application in current and previous software versions may not be available in future new software versions. Philips will provide supporting documentation to each of the Updates and Upgrades.

3.2 To receive an Update or Upgrade:

3.2.1 New Order for professional services and hardware, if purchasing from Philips, and a statement of work;

3.2.2 Customer must be in compliance with all terms and conditions of this Schedule and the Agreement including the availability of PRSDC capability and access to the EI Software and Services Solutions by Philips personnel;

3.2.3 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and,

3.2.4 The EI Software and Services Solutions that will receive Upgrade or Update must meet the specifications of the Update or Upgrade. Customer shall provide the EI Software and Services Solutions hardware or software necessary to meet such specifications.

3.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include: applications that were not purchased with the EI Software and Services Solutions, including any third-party software, such as virus protection software, third party custom interface software, operating system software for client device or server hardware.

3.4 Philips manages and maintains the lifecycle of its products and old versions of the EI Software and Services Solutions are discontinued from time to time. During the term of this Agreement, Customer shall maintain the EI Software and Services Solution at a currently supported version (or one before that) to receive Service or Upgrades under this Exhibit. In the event that Customer refuses to an Update or an Upgrade, Philips may terminate the Service Agreement since it is unable to support discontinued versions of the EI Software and Services Solutions.

4. Customer Success Management Services

4.1 During the term of the Agreement Philips will assign a resource familiar with Customer account, key stakeholders, and contract coverage to provide the following:

4.1.1 If applicable, Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all EI Software and Services Solutions service issues resolved during the previous period and review any open or unresolved issues.

4.1.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

4.1.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability and other dependencies for the deployment of new software upgrade.

5. Annual Review

5.1 If applicable, Philips and Customer will annually review the EI Software and Services Solutions covered by the Agreement to match quantities of equipment, connections, site or annual exam volumes being used by Customer and to adjust price if actual usage exceeds any licenses purchased.

6. Customer Requirements

6.1 Minimum Network Requirements. Customer shall provide at a minimum a switched 1 Gb/s local area network (LAN) and 5ms latency. Provided Customer with sites reading large studies, such as large CTs (study size > 700 MB and number of frames > 1000) and mammography tomosynthesis Studies, Customer shall provide a 1 Gb/s network adapter and 1 Gb/s end-to-end connection to the server. For Study acquisition scenarios that require 'stat' interpretation, Hardware (DICOM processors and storage modules) and Client Devices must reside on a contiguous 1GB/s switched LAN. DSL, cable modem, satellite and other non-commercial-grade technologies should not be used due to high-latency. Issues including delays with image retrieval, delays in Study migration between servers/locations, and application responsiveness issues (pauses, halting) may be experienced when the Software Services is used on a network that does not meet the Minimum Network Requirements.

6.2 Network Access. Customer shall provide Philips with 24x7 direct VPN remote network access to Customer Provided Hardware to enable Philips to monitor, maintain, upgrade and support the PACS Services. Customer must provide Philips with administrator access to all Software and third-party software installed on Customer Provided Hardware. Customer will allow Philips to establish a site-to-site VPN using either a Philips managed firewall/VPN device or a Customer managed VPN device for secure access to Customer Provided Hardware. Customer shall allow Customer

Provided Hardware to send alert messages over the VPN to Philips for proactive monitoring. Customer will work with Philips to establish the VPN and enable the required access to support Customer Provided Customer Provided Hardware. If the VPN is established using Customer's VPN device AND Customer Provided Hardware is assigned a private IP, Customer will need to work with Philips to translate the private IP to something unique to both networks. This is not necessary if using a Philips supplied firewall/VPN device.

6.3 Customer shall allow outgoing e-mail from Customer Provided Hardware to access Philips SMTP e-mail service. Email access is required in order for Philips to monitor, maintain, upgrade and support the PACS Services which Customer must use Philips' secure managed SMTP relay in order to avoid any possible transmittal of unencrypted sensitive data or PHI. Upon reasonable advance notice, Customer shall provide Philips personnel or subcontractors with physical access to all Customer Provided Hardware to support, maintain and upgrade such Customer Provided Hardware.

6.4 Customer shall notify Philips of any planned VPN connection, network outages or configuration changes that impact Philips remote monitoring or servicing Customer Provided Hardware. Philips shall not be liable for remote support availability issues or other service delays caused by Customer's failure to permit remote access. If Customer is using Philips Cloud and/or archiving services, a Philips managed VPN device is required.

6.5 Under no circumstances shall users be permitted to access the Software Services remotely except via a Customer VPN providing adequate security and network functionality establishing a 1 GB connection between the Client Device being used remotely and the server for the Software Services. Philips shall have no liability under this Agreement for events arising from or use of the Software Services remotely by users in a manner not meeting the foregoing requirements.

6.6 Modalities. Each Customer modality connected to the EI Software and Services Solutions must have a published DICOM format (or successor industry standard) conformance statement. Philips will provide connectivity testing for all Modalities without charge for the initial installation per the project implementation plan. Thereafter, any such services shall be chargeable at Philips then-current professional services rates. Philips will not validate the quality of the data generated by Customer modalities. Philips will confirm that the modality will connect to the EI Software and Services Solutions and the EI Software and Services Solutions will be able to store and display the data as delivered by the modality. Philips will cooperate with Customer's Modality vendors without charge to troubleshoot any Modality connectivity issues.

6.7 No Modification of Customer Provided Hardware. Customer may not modify, relocate, or install third-party software on Customer Provided Hardware without Philips' prior written consent. Philips will attempt to reasonably accommodate any Customer requests to relocate Customer Provided Hardware.

7. Customer Support

7.1 Customer Support

7.1.1 Customer may report issues or obtain technical support 24 hours a day, 7 days a week by telephoning 877-328-2808 or online web portal. Philips shall respond to Customer by phone during the Coverage Period for failures rendering all functionality or a substantial proportion of functionality unavailable or unusable which significantly impacts multiple active users and/or affects patient care ("Critical Failure") of any service plan within 60 minutes of (i) call receipt within the Coverage Period or (ii) commencement of the next Coverage Period if calls are received after hours or within less than 60 minutes from the end of the current Coverage Period ("Call Response Time"). Prior to contacting Philips, Customer shall perform any problem determination procedures, diagnostic activities and actions detailed by Philips in the Documentation or other Customer communications.

7.1.2 Philips includes Philips' proprietary remote management service ("RMS") which, when configured and enabled, allows Philips to remotely monitor, diagnose and resolve a variety of software issues, and remotely install Updates, through a secure, encrypted internet connection or a secure remote service access ("SRSA") virtual private network ("VPN") connection. As a condition of Philips performing services described herein, Customer shall permit Philips to use its remote access tools as its first call response method for software service requests.

7.1.3 Philips will provide Customer with Customer-requested IP address changes, native DICOM connections, technical Training (as described in Schedule B) and other non-warranty support and services upon request at Philips' then-published rates.

7.2 Philips shall have no obligation or liability for Software Services problems attributable to any of the following and Customer shall pay Philips, at Philip's then current rates, for any time Philips spends diagnosing or correcting issues caused by any of the following:

7.2.1 Modifications, additions or attachments to the Operating Environment, or Software Services, unless such modifications are performed by, and at the request of, Philips and such additions and attachments are purchased from, or specified by, Philips;

7.2.2 Customer's failure to:

7.2.2.1 follow the Documentation;

7.2.2.2 perform, or permit Philips to perform, routine maintenance;

7.2.2.3 adhere to the Operating Environment; or

7.2.2.4 adhere to site preparation and environmental specifications;

7.2.3 Misuse, abuse, accident, vandalism, viruses or any other malicious or negligent act or omission by a party that is not under the direct control of Philips;

7.2.4 Environmental conditions, moisture or water, excessive radiation, improper servicing or fire;

7.2.5 Electrical problems caused by power surges, lightning or Customer's wiring or electrical supply;

7.2.6 Network issues, problems caused by Customer's other vendors, or issues related to or caused by non-Philips' equipment, hardware or software.

7.2.7 The Philips customer support center will provide connectivity testing from Philips PACS system to Customer-supplied network; any network connectivity issue beyond the Philips managed system will require Customer network engineering support.

8. Hardware Support Coverage

8.1 If Server Hardware is purchased from Philips and Customer elects to purchase maintenance and support from Philips, Philips or Philips designated third parties, will provide hardware support services during standard coverage hours, Monday through Friday, 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays. Hardware support coverage provides Customer's technical or biomed support organization with clinical and technical phone support, troubleshooting, parts or repairs as follows:

8.1.1 Support Parts. If included in the Agreement, then Philips will provide the technical and clinical phone support as well as parts for corrective services for Covered System hardware covered under this Schedule. Unless otherwise specified, parts will be shipped via priority delivery.

8.2 Onsite. Philips or Philips designated Original Equipment Manufacturer (OEM) Service representatives, or third parties will provide the parts, labor and travel for corrective Services for Hardware covered in the Service Agreement Monday through Friday, 8:00 AM to 5:00 PM local time.

PHILIPS

Schedule 7-B
Additional Terms and Conditions for Clinical and Technical Education Training – EI (Rev 27)

1. Training Coverage

1.1 Philips will provide the clinical and technical education and product applications training ("Training") that Customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").

2. Exclusions

2.1 Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.

3. Scheduling

3.1 Training must be scheduled at least eight weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least two weeks prior to scheduled delivery.

4. Attendance

4.1 Philips will train the number of Customer employees ("Trainee(s)") for the course specified in the Quotation, when space is available. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips' safety checklist prior to receiving Training.

5. Course Location

5.1 Training may be conducted at Philips' training facilities, Customer location(s) described in this Agreement ("Site(s)"), through on-line or remote training, or at a third-party location determined by Philips.

6. Payment Options

6.1 Education Credit. If Customer purchased education credit, the initial account balance is specified in the Quotation. As Customer requests training services, the account balance will be reduced by the days for the requested course per attendee. If the account balance is exhausted, Customer may add funds/days to the balance account, or request and pays training service at Philips' then-current published list price for the training. Customer is only entitled to use the days which Customer has accumulated overtime. The education credit expires in the end of the calendar year or as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any remaining account balance is carried forward or eligible for refund.

6.2 Direct Course Purchase. Customer may purchase individual courses at Philips' then current published prices.

7. Travel

7.1 Philips' travel expenses for all Training delivered at Customer Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are Customer's responsibility.

8. WARRANTY DISCLAIMER

8.1 PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.

Schedule 7-C
Health Suite Imaging ("HSI") (Rev 27)

If HSI service is included in the Quotation, the following additional terms shall apply including those set forth in Schedules 7, 7-A and 7-B.

These service terms supplement for HSI ("HSI Supplement") are incorporated into the EI Schedule by virtue of this reference. In the event terms set forth herein expressly conflict with terms set forth in the EI Schedule, the terms set forth herein shall govern and control in such instance.

HSI provides Hardware and/ or Software running off-premise remotely / on cloud ("Cloud"), i) in lieu of those otherwise provided on-premises or maintain Hardware and/or Software on-premises under its, or ii) add data archival on Cloud for redundancy as detailed in the Quotation. All is as detailed under the following additional terms.

1. Software Services Fees

1.1 Fees: "The Annual Subscription Fee(s) is defined as the combination of (i)data Ingestion for processing, and (ii) data retention Fees for storage set forth on the applicable Quotation and subject to the terms set forth in this HSI Supplement. These fees take into account such elements as Customer's committed annual number of Studies in production, legacy data migration, the committed Term, Study size, expected costs etc."

2. Annual Usage True-Up

2.1 Upon the expiration of each annual period of the Term. Philips shall perform a true-up of Customer's actual usage as per below:

2.1.1 if the actual annual usage exceeds the committed Studies, Philips shall bill Customer for the overage at the agreed price per Study.

2.1.2 In the case of larger Studies produced, the true up invoice will cover the retention cost proportionally to the Study size increase.

2.1.3 A capped annual Data Egress allowance is six times of the annual number of Studies in production. Any Data Egress volume exceeding the foregoing annual amount are charged by the cloud services provider to Philips and charged by Philips to Customer on an annual basis. For the purpose of clarification, "Data Egress" is defined as data that is extracted from the cloud (e.g., viewing a study/image that exists in the cloud from a workstation. Any egress overages will be provided and then invoiced to Customer as part of the Philips cloud data metering process at the rate of $75 per TB.

2.2 The Committed Annual Study Volume is specified in the Quotation. There will be no credit or refund for under usage versus the Committed Annual Study Volume.

3. Optional Components

3.1 Datacenter Bandwidth Requirements. Philips requires that Customer will need to comply with the Philips HSI network guidelines. In addition, Philips recommends Customer to have an additional redundant network available from a different provider.

4. Privacy and Data Protection

4.1 Data usage. Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), and for benchmarking purposes.

5. Post Expiration/Termination Obligations. Customer shall elect one of the following options set forth in Section 5.1 or Section 5.2 for migration or maintenance of Customer data following expiration or termination of this Services Attachment:

5.1 Customer Managed Migration of Customer Data

5.1.1 Customer may retrieve Customer data over the network to an on premise DICOM-compliant archive. Customer must retrieve all Customer data within a reasonable period of time (the "Migration Period) subject to the same Annual Subscription fees applicable to the last annual period of the Term for new studies occurring prior to expiration or termination of the Agreement, during the Migration Period, Customer can select the services to remain available – Enterprise Viewer, diagnostic reading or others to access the Studies resided and archived in the System prior to the termination/expiration of the Agreement at the standard service charge.

5.1.2 Upon the earlier of expiration of the Migration Period or upon the completion of migration of Customer data, Customer shall immediately cease use of the Software and certify to Philips in writing of the same. This Section shall survive the expiration or termination of the Services Attachment. For clarity, Customer agrees and acknowledges that upon expiration of Migration Period, Philips will permanently delete all information and images stored in both the on premises server(s) and storage (if applicable), as well as any cloud storage or Philips' managed servers unless Customer purchases Dormant Retention Service from Philips as set forth in the Quote.

5.2 Philips Managed Migration of Customer Data

5.2.1 Customer may elect to have Philips manage the migration of Customer data on the Server to a third-party DICOM-compliant archive within a reasonable period of time Customer shall pay Philips on a monthly basis: (i) charges for any Philips personnel participating in such migration equal to Philips' then current time and materials rate (ii) Philips' reasonable travel and out-of-pocket expenses incurred in assisting with migration and (iii) The continuance of the Cloud service to enable the Philips migration depending Customer requirement, including applicable (i) Annual Subscription fees occurring during the migration period, based on the last annual period of the Term occurring prior to the expiration or termination of the Agreement. and (ii) If there are any new Studies sent to the System during the migration period, Customer shall pay additional fee associated with such new usage based on the last annual period occurring prior to the expiration Or termination of the Agreement. Upon the earlier of expiration of the migration period or upon the completion of migration of Customer data, Customer shall immediately cease use of the Software Services certify to Philips in writing of the same. This Section shall survive the expiration or termination of the Agreement. For clarity, Customer agrees and acknowledges that upon expiration of migration period or destruction of the Server, Philips will permanently delete all information and images stored in on premises server(s) and storage (if applicable) as well as any application cloud or Philips' managed servers unless Customer purchases dormant retention service from Philips as set forth in the Quote.

5.3 Continuation of PACS services usage Post Migration Period. In the event Customer continues to send new Studies to the Software Service at any time after expiration of the applicable migration period under Section 5.1 or 5.2 of this HSI Schedule, Philips shall have the right to continue billing Customer the Annual Subscription Study Usage and Storage fees that applied during such applicable migration period.

5.4 Use post termination for Material Breach of Customer. Nothing in this Agreement, including Section 5 of this schedule, shall permit Customer to add new studies to the Service hardware post termination of the Agreement by Philips for material breach by Customer.

6. Maintenance. Maintenance is performed during Normal Business Hours, except for Data Center maintenance.

7. Data Retention and Scope of Work

7.1 Notwithstanding Philips' obligation to retain Customer's ingested data in accordance with the terms of this HSI Supplement, all legal obligations and liabilities regarding the retention of patient medical records and other data remain Customer's sole responsibility. In addition, Customer is solely responsible for developing its own records retention policy and for determining the specific retention periods required under local, state and federal laws.

7.2 The Final Disposal of ePHI Certificate will ensure the privacy and security of protected health information in the maintenance, retention, and eventual destruction/disposal of such media. Destruction/disposal of protected health information will be carried out, solely by Philips, in accordance with federal and state law, state policy and as defined in Philips retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation. The foregoing does not impact Philips' contractual obligations with respect to back-up services, if applicable.

7.3 Agreements between Philips and its business associates as defined under HIPAA or applicable laws will provide that upon termination of the Term, Philips will return or destroy/dispose of all consumer health information. The destruction will be documented in writing sent to Customer.

8. Uptime Service Level Obligation. The following sections shall apply only for HSI critical software services running in the Cloud limited to: (i) data storage in the cloud, (ii) basic diagnostic reading capability in the Cloud (new Studies only), and (iii) reporting using PACS reporting module (manual text only) ("Critical Software Services"). Philips does not warrant that the Critical Software Service is uninterrupted or error free.

8.1 Definitions.

8.1.1 "Standard Point of Demarcation" means the network connection interface on the System. For clarity's sake this means that if the Network is down (due to circumstances not related to Philips or cloud service) that does not lead to Unscheduled Downtime.

8.1.2 "Unscheduled Downtime" means all time that the Critical Software Services cannot be accessed beyond the Standard Point of Demarcation by all authorized users due to a cause that originates within the Server or Critical Software Services. Unscheduled Downtime does not include Scheduled Downtime or External Downtime Measurement of Unscheduled Downtime begins when Customer calls Philips customer support of the existence of Unscheduled Downtime. Philips customer support will immediately issue and log a trouble ticket upon confirmation of Unscheduled Downtime. Unscheduled Downtime ends when Philips customer support confirms and records the resumption time of the availability of the Critical Software Services. For the purposes of this subsection, Unscheduled Downtime shall not include issues arising from storage exceeding the annual amount included in the Software Service set forth in Exhibit A to this Service Attachment or files not within the scope of the Software Service of Exhibit A to this Services Attachment.

8.1.3 "Scheduled Downtime" means all time that the Software Services (including Critical Software Services) cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, updates, upgrades, scheduled reboots and restarts. Philips will work with Customer to determine a mutually agreeable time for Scheduled Downtime; however, in the event that downtime is required to remedy a critical issue, including without limitation a patient-care issue, FDA reportable event or HIPAA related issue, Customer must permit Scheduled Downtime within 24 hours.

8.1.4 "External Downtime" means all time that the Software Services (including Critical Software Services) cannot be accessed due to causes beyond Philips' reasonable control and occurring without its fault or negligence, including, without limitation, war, terrorism, strikes, fires, floods, governmental restrictions, power failures or surges, computer viruses that circumvent industry-standard virus protection measures, disruptions in utility service or manual shutdowns by Customer or issues arising from Customer's Client Devices or IT infrastructure.

8.2 Uptime Service Level Commencement. The uptime service level obligation commences 90 days after First Date of Access. Calculation of uptime shall be measured monthly thereafter ("Monthly Period"). For purposes of clarification, no months that were previously included in a Monthly Period may in included in the calculation of another Monthly Period.

8.3 Subject to the remedies set forth in Sections 8.4 and 8.5, Philips agrees that the Critical Software Services in the Cloud will be available 99.99% of the time during any given calendar month. Uptime for a given calendar month is measured using the following formula:

$$\frac{\text{Total number of minutes in a Monthly Period} - \text{Minutes of Unscheduled Downtime}}{\text{Total number of minutes in a Monthly Period}} \times 100\%$$

For purposes of the uptime service level obligation, a 31-day month has 44,640 minutes, a 30-day month has 43,200 minutes, a 29-day month has 41,760 and a 28-day month has 40,320 minutes.

8.4 Discount for Unscheduled Downtime. In the event that Philips is unable to meet the Uptime Warranty in a particular month, Philips shall discount that monthly fee as follows:

UPTIME PERFORMANCE	DISCOUNT
$99.99\% \leq x$	None
$99.5\% \leq x < 99.99\%$	5%
$99.0\% \leq x < 99.5\%$	10%
$x < 99.0\%$	15%

8.5 Sole and Exclusive Remedy. The discounts set forth in Subsection 8.4 are Customer's sole and exclusive remedy related to any downtime of the Critical Software Service in the Cloud or failure to achieve the 99.99% uptime metric under Section 8.

Schedule 7-D
Philips HealthSuite Imaging ("HSI") Data Protection Service (Rev 27)

If HSI Data Protection Service is included in the Quotation, the following additional terms shall apply in addition to those set forth in Schedules 7, 7-A, and 7-B.

1. The HSI Data Protection Service provides an off-site archive copy for Philips PACS data remotely on cloud to protect Customer's data against major disasters at Customer site, causing destruction to on-premises PACS hardware specifically, from fire, flood, tornado, earthquake and/or cyberattack (each a "Disaster"). This service does not fix any corrupt or missing files or images and is solely a Disaster copy of what exists in the primary PACS database and patient image Customer archive at the time of the service performance. Philips makes no warranties that the content is accurate or error-free. Customer is solely responsible for the content sent to and entered in the PACS.

2. HSI Data Protection Service includes the following components:

2.1 Backup of Image Data. Upon completion of the initial copy of a full Disaster copy of the Philips PACS, Philips will back up a copy of all new image data added onto the Philips PACS to an off-site archive remotely on cloud, within 24 hours of its loading onto the Philips PACS. This will support the restoration efforts of image data in the event of a Disaster at Customer site. Data protection will start once the full initial migration is completed.

2.2 Backup of Database. Philips will back up Philips PACS database at regular intervals no less than once per day at the conclusion of normal business hours to support the creation of the Disaster copy.

2.3 Data Recovery Warranty. If there is a loss of data at Customer site, Philips will use reasonable efforts to restore the most recent data set within 96 hours of notice of data loss following Customer's request and Customer i) providing sufficient bandwidth connection as described in Section 3 below and ii) making its Vue PACS available for the data to be restored. Philips will use reasonable efforts to make each additional data set available in 96-hour increments thereafter until all data is available. This is the sole and exclusive remedy to Customer for this service performance.

2.4 The Fee for Data Protection Service includes the data archiving and retention on the cloud only based on the Annual Study Volume commitment as set in forth in Exhibit A. Customer will be billed for the additional volume in excess of the Annual Study Volume committed in Exhibit A per the Annual Usage True-Up process as described in Section 2.5 below.

2.5 Recovery fee: Customer will also be charged separately at the then current rates, to perform a data rebuild/restoration of a production PACS on-premise, including data retrieval, hardware replacement, installation, configuration and travel expenses for disaster recovery services for a loss of data not caused by Philips.

2.6 Annual Usage True-Up: Upon the expiration of each annual period of the Term, Philips shall perform a true-up of Customer's actual usage as per below:

2.6.1 In the event that the actual annual usage exceeds the committed Studies, Philips shall bill Customer for the overage. In the case of additional Studies produced, the true up invoice will cover the Study overage at the Fee per Study (FPS) set forth in Exhibit A in effect for the period for overages.

2.6.2 In the case of larger Studies produced, the true-up invoice will cover the retention cost proportionally to the Study size increase. The quote is for data protection for average Study size under 400MB (200MB compressed). During the annual true up, if the average Study size is over the 400MB (200MB compressed), the true up invoice will increase the price per Study at the prorated rate. For example, if the average Study size is 450MB, this is 12.5% over the limit. Then the price per Study will be raised by 12.5%.

2.6.3 The Committed Annual Study Volume is specified in Exhibit A/Quotation. There will be no credit or refund if Customer's usage is below the Committed Annual Study Volume.

3. Billing

3.1 The true-up invoice shall be issued upon completion of the true up at the end of a contract year by Philips.

4. Customer Bandwidth Requirements

4.1 Philips obligation to provide this service is subject to Customer to complying with Philips HSI network guidelines set forth in the statement of work.

5. Limitation of HSI Data Protection Service

5.1 The HSI Data Protection Service is not a business continuity service but to provide Customer with offsite storage of a copy of its data in the event of Disaster only.

5.2 The HSI Data Protection Service data cannot be accessed during normal circumstances.