PHILIPS

Exhibit 31
Additional Terms for Philips Skylight Device Manager ("Skylight Software") (Rev 27)

This Service-specific exhibit ("Exhibit") is subject to and incorporated into the Conditions of Service.

1. Definitions:

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

1.1 "Client Device" shall mean a computer, workstation, terminal, or other electronic device (except for Mobile phones) used to access the Product.

1.2 "License Commencement Date" shall mean the date that Philips sends a welcome notification email to the user (set forth in the applicable statement of work) informing such user that the Skylight software application is available to them for use. Such notice shall be sent from Philips OneSpace Platform software portal.

1.3 "Acceptance" of all Skylight Software and Services Solutions shall occur upon the License Commence Date. All fees for licenses commence at the same time and, in the event of multiple sites, all licenses and fees start upon the License Commencement Date for the first site, unless otherwise provided on a Quotation.

1.4 "Quotation" shall mean the Philips quote affixed to this Exhibit signed by the Customer for the Philips Skylight Software and Services Solutions. 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 "Updates" means fixes or corrections for Skylight Software bugs to enable the Skylight Software to substantially perform in accordance with its Documentation. Customer is entitled to receive all Updates made generally commercially available to all customers having the same software subscription during customer's Subscription License Term or Subsequent License Term.

1.6 "Upgrades" shall mean any software feature enhancements or new software features. Except as otherwise set forth in the Quotation, Customer shall be entitled to receive all Upgrades to the applicable Skylight software subscription made commercially available by Philips to customers having the same subscription during Customer's Subscription License Term or Subsequent License Term.

1.7 "Minimum Fleet Threshold" shall mean a minimum of ten Philips ultrasound systems under the applicable Customer account that are eligible for use with the Skylight Software. For purposes of this definition, eligibility shall be determined by Philips based on the Customer's installed base of supported Philips ultrasound systems. The Minimum Fleet Threshold reflects the fleet-level design of the Skylight Software, which is intended to deliver value through aggregated visibility across multiple systems rather than on an individual device basis.

1.8 "Maintenance Service Agreement" shall mean an active service contract between Philips and Customer under which Philips provides maintenance services to the systems specified in the Quotation.

2. License Term & Limitations.

2.1 Solution Subscription Option. Upon acceptance in accordance with subsection 1.3 of this Exhibit, Customer receives an annual subscription license entitlement for the number of years, and specific devices quantity set forth on the Quotation ("Subscription License Term"), and the then current maintenance and support applicable thereto, subject to payment of the applicable subscription fees. Thereafter, the then current Subscription License Term shall automatically renew for subsequent term applicable to a renewal period ("Subsequent Subscription License Term(s)") except as otherwise provided in the Quotation (i) unless a Party has given the other Party written notice of termination at least 60 days prior to the end of the Subscription License Term or any applicable Subsequent Subscription License Term or (ii) unless earlier terminated by either Party for the other party's uncured material breach of this Agreement. Philips reserves the right to adjust the annual fee for any Subsequent Subscription License Term to the current pricing in effect at the time of renewal. Philips shall give 90 days' notice prior to the end of (i) the Subscription License Term or any (ii) Subsequent Subscription License Term before implementing any adjustment to pricing.

2.2 All licenses are subject to a limited number of sites (by physical address), device connections 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 Skylight Software and Services Solutions Licensed Software. In no event shall GE, Siemens, or another medical device manufacturer, distributor, or independent service organization use or have access to Skylight Software and Services Solutions.

2.3 A license included with the purchase of a Maintenance Service Agreement shall be used exclusively with the systems specified in the Quotation that are covered under such Maintenance Service Agreement.

2.4 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 thirty (30) days of a written notice; as described in Section 3.1 (Billing).

2.5 Termination Fees. Except as otherwise provided under this Exhibit, subscription sales are offered by Philips are non-cancellable for their full term set forth in the Quotation ("Term"). Accordingly, in the event Customer provides written termination notice other than for Philips' uncured material breach, or if Customer 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 Skylight 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. 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.

2.6 Fleet Eligibility. Customer eligibility for purchase and activation of the Skylight Software is subject to the Minimum Fleet Threshold. Customer must have no fewer than ten (10) eligible Philips ultrasound systems under the applicable Customer account at the time of order. If Customer does not meet the Minimum Fleet Threshold at the time of order, Philips may, in its sole discretion, decline to sell, provision, or activate the Skylight Software. Activation of Skylight Software is additionally subject to connection of the applicable ultrasound systems to Philips Remote Services in accordance with Section 4 of this Exhibit. If at any point during the Subscription License Term or any Subsequent Subscription License Term the number of eligible systems under the Customer account falls below the Minimum Fleet Threshold due to decommissioning or other changes to Customer's installed base, Philips shall not be obligated to suspend or terminate Customer's existing license but may take the Minimum Fleet Threshold into consideration when evaluating renewal terms. Any exception to the Minimum Fleet Threshold must be approved in writing in advance through the applicable Philips commercial approval process and documented on the Quotation. For clarity, the Skylight Software is a digital fleet management offering and does not confer any service entitlements, including labor, field service dispatch, parts, or response time commitments, unless expressly included in a separate applicable service agreement.

2.7 Customer is entitled to connect all ultrasound devices used with Skylight to the Philips Remote Services cloud infrastructure ("PRS") for continuous use of PRS with Skylight during a Subscription License Term or Subsequent Subscription Licenses Term; provided that, such entitlement is strictly to permit the sending and receiving of data between Skylight and the applicable ultrasound devices and does not include any additional PRS entitlements, such as general engineering support for technical issue resolution unrelated to Skylight use ("Additional PRS Entitlements"). Use of all Additional PRS Entitlements are subject to separate purchase by Customer under a maintenance and support services contract with Philips.

3. <u>Billing based on Customer Delays, Offset & Pricing</u>.

3.1 Billing.

3.1.1 All installations of software purchased under this Exhibit shall commence upon mutual agreeable Exhibit set forth in the Statement of Work, Quotation; however no more than 90 calendar days from order ("Installation Commencement Period"). Philips shall have the right to commence billing on the earlier of (i) License Commencement Date. Customer shall pay such invoices per the payment terms set forth in the Quotation or within 30 days of Philips' invoice date. Customer shall pay the fees for the automatic renewals of the Subscription Term on a monthly, quarterly, or annual basis in accordance with the terms set forth in the Quotation.

3.2 To the extent applicable, Customer shall pay fees for the automatic renewals of the Subscription Term on a monthly, quarterly, or annual basis in accordance with the terms set forth in the Quotation.

4. <u>Customer Managed IT Support Structure & Obligations</u>.

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

4.2 Customer shall connect the applicable ultrasound systems to wired or a wireless network.

4.3 Customer shall confirm to Philips the applicable ultrasound systems domain name system (DNS) settings to resolve external destinations.

4.4 Customer shall ensure all outbound ports 443 are enabled to allow the Philips Remote Service (PRS) application to work with the Philips ultrasound systems licensed for use with the Skylight Software, at all times.

4.5 Customer shall ensure their firewall is set to allow Philips access to hosts in the *.hsdp.io and * Philips.healthsuite.com domains at all times.

4.6 Customer shall ensure that the correct domain names have been whitelisted specific to their regions server, at all times.

4.7 Upon request, Customers clinical contact has confirmed the server settings have been updated on the Skylight application.

4.8 Customer shall ensure that no access software limitations impact Philips ability to use the PRS or to access ultrasound systems licensed for use with the Skylight software.

4.9 Customer agrees to promptly, upon request of Philips, to correct any issues in Customer meeting its obligations set forth in subsections 4.2-4.9 of this section. Any delays arising from Customer meeting its obligations in connection with 4.2-4.9 shall be Customers sole responsibility and Philips shall have no liability for its inability to perform service resolution arising therefrom.

4.10 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 Skylight Software and Services Solutions.

4.10.1 During a Term of license, Customer is solely entitled to receive access to data that was sent to Skylight Software during a valid license term. Moreover, in the event a license term expires and is subsequently renewed at a later time, Philips is not responsible to store data in the Skylight Software other than data entered during the preceding license term and after any such renewal.

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

5. <u>Data Usage</u>.

5.1 Philips may use de-identified information to improve the Skylight Software and Services Solutions, including serviceability thereto, as well as the Philips products to which such de-identified data arose. Additionally, Philips may use data to perform benchmarking or substantiate claims in connection with Philips products; provided that, Customer's name is not used without Customer prior written consent.