PHILIPS

Schedule 8
MRI Coil and Disease Management Solutions Portfolio (Rev 27)

Product Category	Products
Magnetic Resonance Imaging (MRI) Coils	Capital Coils
Consumables	Consumables Coils
Disease Management Solutions	UroNav and DynaCAD

1. Prices

1.1 Unless stated otherwise on the face of the Quotation, the Quotation will remain valid for 60 days unless withdrawn or changed by Philips DS North America, LLC.

2. Shipment

2.1 Philips DS North America, LLC will use reasonable efforts to ship the product to Customer (i) by the mutually agreed upon shipment date, (ii) by the date stated in the Quotation, or (iii) as otherwise agreed in writing. Philips DS North America, LLC will ship the product according to Philips DS North America, LLC's standard commercial practices.

3. Payment Terms

3.1 Quotation. Philips may quote and invoice the Philips DS North America, LLC products in the name of its affiliate, Philips DS North America, LLC.

3.2 Payment Terms: Unless otherwise specified in the Quotation, Philips DS North America, LLC's will invoice Customer and Customer will pay such invoice on receipt as follows: 100% of the purchase price shall be due 30 days from Philips DS North America, LLC's. invoice date.

3.3 Purchase Orders. Customer must submit separate and unique purchase orders for the Products listed in this Product-specific Schedule to Philips DS North America, LLC.

3.3.1 For Philips DS North America, LLC:
Philips DS North America, LLC
3650 NE 53rd Avenue
Gainesville, FL 32609
Tel: 1-877-468-4861

3.4 Invoices. Unless otherwise specified in the Quotation, Philips DS North America, LLC will issue one invoice(s) for the Products identified on this Product-specific Schedule under "Philips DS North America, LLC" and a separate and unique invoice(s) for the Products listed in all other Product-specific Schedules under "Philips". Philips DS North America, LLC will invoice Customer, and Customer will pay such invoice for each product in accordance with the payment terms set forth in the applicable Product-specific Schedule attached to these Conditions of Sale and remit payment to the locations stated in each invoice.

3.5 Credit Approval. Payment terms are subject to credit approval.

3.5.1 Support Services. If any, shall be invoiced and paid as set forth on the Quotation.

4. Return Policy

4.1 If there is a problem with an order, Philips DS North America, LLC wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips DS North America, LLC.

4.2 Buyer must first receive a Returned Goods Authorization (RGA) from the Philips DS North America, LLC Customer Service Department in Gainesville, Florida at 1-877-468-4861 Philips DS North America, LLC. If an RGA is issued, Buyer is responsible for all costs associated with the return. Returns will be subject to a fifteen percent 15% restocking fee.

4.3 Returns after 60 days of shipment shall be subject to a restocking charge.

4.4 Philips DS North America LLC does not accept returns of Consumables Products that have been opened, are expired or damaged. Please contact Philips DS North America LLC Customer Service Department at 1-877-468-4861 for guidance on any returns.

5. Installation

5.1 For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Philips DS North America, LLC. For Products without installation included in the purchase price, acceptance by Customer occurs upon delivery. If Customer schedules or delays installation by Philips DS North America, LLC, more than 30 days after delivery, Customer's acceptance of the Products will occur on the 31st day after delivery.

6. Product Warranty

6.1 In addition to the limited warranties stated herein, Philips DS North America, LLC may provide limited product-specific warranties that are set forth in separate Philips DS North America, LLC warranty documents incorporated herein by reference.

STANDARD PRODUCT WARRANTY PERIODS

MRI Coils - Three years, parts and factory repair labor
Disease Management Solutions Products - One year, parts and factory repair labor
Sentinelle coils – One year, parts and factory repair labor
Parts and Accessories – 90 days, replacement Supplies
Consumable Items and repaired product – 30 days, replacement

6.2 Philips DS North America, LLC's sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips DS North America, LLC's option, to the repair or the replacement of the product or a portion thereof, within 30 days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, or to a credit or refund of a portion of the purchase price paid by Customer. Warranty service outside of normal working hours (i.e., 8:00 AM to 5:00 PM, Monday through Friday, excluding Philips DS North America, LLC's observed holidays), will be subject to payment by Customer at Philips DS North America, LLC's standard service rates.

6.3 Customer shall at all times during the warranty period specified in this Agreement provide Philips DS North America, LLC suitable connection to the product through Customer's network for Philips DS North America, LLC use in remote servicing of the Product.

Schedule 8-A
DynaCAD Hardware, DynaCAD Software, and AI Option

This Product-specific Schedule ("Schedule") is subject to and incorporated into the General Terms and Conditions of Sale and Software License (Conditions of Sale) (this Schedule, together with the Conditions of Sale and the Quotation(s), are referred to as the "Agreement"). This Schedule governs the license of DynaCAD Software, the optional purchase of DynaCAD Hardware if expressly identified in the Quotation, and the optional AI Option License. Support is not included unless separately purchased under a Philips service contract or ordered on a time-and-material basis. Any Service Contract (as defined herein) is a separate purchase governed by the applicable Philips service terms and service exhibit. Without limiting the applicability of Section 14.15 (Product Specific Terms) of the Conditions of Sale, the following sections of the Conditions of Sale do not apply to this Schedule: 2 (Lease and Trade-In), and 3.2 and 3.3 (Shipment and Delivery Date), solely to the extent inconsistent with the provisions of this Schedule.

1. Definitions.

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

1.2 "AI Option" means the optional artificial intelligence functionality made available by Philips for use with DynaCAD 6, limited to DynaCAD radiology prostate and combo systems, and excluding the DynaCAD breast and urology applications.

1.3 "AI Option License" means the fixed-term license under which Philips permits Customer to use the AI Option during the applicable license term described in the Quotation.

1.4 "Connected MRI Scanner" means an MRI scanner connected to DynaCAD for use with the applicable licensed DynaCAD Software or AI Option.

1.5 "Customer Acceptance Form" means Philips' form confirming successful delivery, installation, and implementation, as applicable, of the applicable DynaCAD system or separately purchased AI Option implementation services in conformance with the Documentation. Acceptance of separately purchased Service Contract services is governed by the applicable Service Contract.

1.6 "Customer Device" is a Customer-owned and managed computer, virtual machine, workstation, terminal, or other electronic device used in connection with DynaCAD or the AI Option.

1.7 "Customer Site" is a physical address where Philips deploys Hardware and/or Software under this Schedule.

1.8 "Documentation" is the Instructions for Use (IFU), IT specifications, manuals, and any other current specifications for DynaCAD and the AI Option, for the purpose of describing the proper installation, use, and functioning of DynaCAD and the AI Option, published by Philips, and/or in relation to the AI option, Philips' licensor.

1.9 "DynaCAD" means the combination of DynaCAD Software and, only if expressly identified in the Quotation, DynaCAD Hardware supplied by Philips.

1.10 "DynaCAD Software" means the DynaCAD software component supplied by Philips under this Schedule and described in the Quotation.

1.11 "Go-Live" means, with respect to each DynaCAD system, AI Option or implementation phase, the date Customer has signed the related Customer Acceptance Form. If Customer does not sign the Customer Acceptance Form and fails to provide Philips notice of any nonconformities within five days of Philips' completion of testing and implementation, the relevant DynaCAD system, AI Option or phase will be considered to have achieved Go-Live as of the end of Philips' testing period. In any event, DynaCAD or the AI Option is considered to have achieved Go-Live upon Customer's first productive clinical use.

1.12 "DynaCAD Hardware" means the DynaCAD hardware supplied by Philips under this Schedule and described on the Quotation.

1.13 "Quotation" is the document specifying the applicable DynaCAD Software, optional DynaCAD Hardware, AI Option License, separately purchased AI Option installation, setup and training, Service Contract, other services, quantities, fees, and other commercial terms ordered by Customer and accepted by Philips. Philips is only obligated to provide those products and services expressly identified in the applicable Quotation.

1.14 "Service Contract" means the separately purchased support and maintenance services for DynaCAD and, if licensed, the AI Option, solely to the extent expressly described in the applicable Quotation and governed by the applicable Philips service terms and service exhibit. Service Contract tiers may be based on the number of Connected MRI Scanners, and Support is limited to the purchased tier and covered components.

1.15 "Software" is the DynaCAD Software and the AI Option supplied by Philips under this Schedule, including all modifications, Updates and Upgrades Customer is entitled to under this Schedule.

1.16 "Standard Support Hours" is between 9:00 am – 5:00 pm on business days, excluding holidays.

1.17 "Support" means the support and maintenance services offered by Philips either (i) under a separately purchased Service Contract or (ii) through individual service calls, training, site visits or other services.

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

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

2. Product Scope, Delivery Model, and License Structure.

2.1 Generally. Subject to the terms of this Agreement, Philips will license the DynaCAD Software and, if expressly ordered in the Quotation, sell DynaCAD Hardware and license the AI Option under the AI Option License. Philips will provide only those products, licenses and services expressly ordered by Customer and accepted by Philips.

2.2 Hardware. DynaCAD Hardware is optional. If DynaCAD Hardware is expressly identified in the Quotation, such DynaCAD Hardware will be sold to Customer in accordance with the Quotation and Conditions of Sale. If Customer provides its own hardware, Customer is responsible for ensuring that such hardware meets the applicable requirements in the Documentation.

2.3 DynaCAD Software. DynaCAD Software will be licensed to Customer on a perpetual basis, as described in the Quotation and subject to the Conditions of Sale.

2.4 Service Contracts. A Service Contract is separately purchased and may cover Support for both DynaCAD and, if ordered, the AI Option.

2.5 AI Option. If ordered by Customer, the AI Option is licensed under the AI Option License. Installation, setup, and initial Customer training for the AI Option are separately purchased one-time items and are not included in or renewed with the AI Option License unless expressly stated in the Quotation. The AI Option is only compatible with DynaCAD 6 and is only applicable to DynaCAD radiology prostate and combo systems. For clarity, the AI Option is not licensed, approved, or made available for DynaCAD breast applications or urology applications, unless Philips expressly agrees otherwise in writing in the applicable Quotation.

3. AI Option Additional Terms.

3.1 Customer Responsibility for AI Output. Customer acknowledges that the AI Option generates probabilistic outputs, recommendations, prioritizations, visualizations, and other machine-generated results that may vary depending on input data and other factors. Customer is solely responsible for reviewing, validating, and independently assessing all such outputs before reliance or use and will not use the AI Option as the sole basis for any clinical, diagnostic, treatment, or other healthcare decision.

3.2 Customer Data and Input Quality. Customer is solely responsible for the completeness, accuracy, quality, legality, integrity, and sufficiency of all data, images, information, configurations, prompts, parameters, instructions, and other materials made available to or used with the AI Option by or on behalf of Customer. Philips will have no responsibility for any output, error, delay, or failure to perform to the extent resulting from inaccurate, incomplete, corrupted, untimely, unauthorized, or otherwise deficient Customer data or inputs, or from Customer's use of the AI Option contrary to the Documentation.

3.3 Restrictions on Analysis and Extraction. Customer will not, and will not permit any third party to, reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code, underlying structure, model architecture, training methodology, or trade secrets of the AI Option, or use the AI Option to perform model extraction, scraping, systematic querying, benchmarking, or competitive analysis, except to the extent such restriction is prohibited by applicable law.

4. Implementation.

1.1 Implementation Plan. Within ten business days of the Agreement Effective Date, or such later date reasonably requested by Philips, Customer will complete Philips' customer on-boarding sheet containing information about the Customer Sites, Connected MRI Scanners, staff to be connected to DynaCAD, the AI Option, roles, desired access levels, and physical location of Customer Sites.

1.2 Customer Implementation Tasks. Customer will promptly complete its implementation tasks described in the Statement of Work or Quotation, if any, within the timeframes provided therein.

1.3 Customer Acceptance Form. Customer will promptly and without delay sign the applicable Customer Acceptance Form for each DynaCAD or separately purchased AI Option implementation, setup, or training delivery completed by Philips in conformance with the Documentation. Service Contract performance and acceptance are governed separately by the applicable Service Contract.

2. Software Upgrades and Updates.

2.1 Generally. Philips will provide Updates for DynaCAD Software and, during the applicable AI Option License term, the AI Option, when such Updates are made generally available by Philips or its licensor to similarly situated

customers. Philips or its licensor will determine, in its discretion, the timing, content, and scope of any Update. Upgrades are not included and must be separately purchased under a Service Contract.

2.2 Updates and Upgrades do not include hardware updates or replacement. Updates and Upgrades do not include products or product options of similar likeness to the Software, which are separately priced or marketed, that may be developed or offered by Philips.

2.3 Customer acknowledges that certain functionality in current and previous Software versions may not be available in future Software versions and that Philips has no obligation to maintain any particular feature or functionality except as expressly set forth in the Documentation for the applicable release.

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

2.5 Requirements for Updates and Upgrade. In order to receive an Update or Upgrade, Customer will ensure:

2.5.1 compliance with all terms and conditions of the Agreement;

2.5.2 the accessibility of the hardware and DynaCAD Software to Philips personnel;

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

2.5.4 that Customer Devices, Connected MRI Scanners, and all other Customer-supplied software and hardware meet the specifications of the Update or Upgrade. Customer will procure any hardware and/or software necessary to meet the Update or Upgrade specifications.

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

3. Support.

3.1 Generally. Support for DynaCAD and the AI Option is not included solely by virtue of the DynaCAD Software license or AI Option License. Customer may obtain Support either (i) under a separately purchased Service Contract or (ii) through individual service calls, training, site visits or other services purchased on a time-and-material basis at Philips' then-current rates.

3.2 Telephone and Remote Support. To the extent purchased under a Service Contract or separately ordered on a time-and-material basis, Philips will provide telephone and remote support during Standard Support Hours unless otherwise set forth in the applicable Quotation, Service Contract or service order.

3.3 Remote Access & Diagnostics. Philips may remotely access the Customer Devices, Connected MRI Scanners interfaces, Software, DynaCAD Hardware at Customer Sites to perform Support, to the extent reasonably necessary and technically feasible. Customer will provide remote access reasonably requested by Philips.

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

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

3.6 Other Products and Services. Customer is responsible for all elements of usage and maintenance of Customer Device(s), Connected MRI Scanners, and other Customer-supplied software, hardware and infrastructure, including but not limited to their security, anti-virus, user authentication, patching, maintenance, and networking. Upon request, Philips may provide compatibility information about supported hardware, operating system and software requirements.

4. Warranty.

4.1 Philips warrants that DynaCAD and, if ordered, the AI Option will perform materially in accordance with the applicable Documentation for 90 days from Go-Live of the applicable DynaCAD or AI Option, as applicable (the "Warranty").

4.2 To make a Warranty claim, Customer must promptly notify Philips in writing. Upon receipt of the warranty claim, Philips will use commercially reasonable efforts to repair or modify the applicable DynaCAD or AI Option to restore performance in accordance with the Documentation. Philips does not represent or guarantee that all errors can be corrected. If, after using commercially reasonable efforts for a period of not less than 60 days, Philips is unable to repair the covered item, then, as Customer's sole and exclusive remedy: (i) with respect to the AI Option, Customer may terminate the affected AI Option License; or (ii) with respect to DynaCAD, Customer may pursue only those

remedies, if any, expressly available under the Conditions of Sale. Service Contract remedies are governed solely by the applicable Service Contract. The foregoing is Customer's sole and exclusive remedy for Warranty claims.

4.3 The warranty set forth herein will not apply if the warranty claim arises out of Customer's: (i) use of DynaCAD or the AI Option contrary to the Documentation, (ii) modification of DynaCAD or the AI Option, (iii) any hardware or software not provided by Philips under this Schedule, or (iv) failure to provide prompt notice to Philips.

4.4 THE WARRANTIES IN THIS AGREEMENT ARE MADE TO AND FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SCHEDULE, PHILIPS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO DYNACAD, THE AI OPTION, OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT DYNACAD, THE AI OPTION, OR ANY PORTION THEREOF WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL OPERATE ERROR FREE OR UNINTERRUPTED. PHILIPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY WARRANTIES REGARDING THE QUALITY OF CUSTOMER DATA, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

4.5 Philips is not responsible for circumstances beyond its control, including without limitation: non-Philips supplied infrastructure or application programming interfaces, single sign-on capability, hardware, virtual machines, network connections, information, content, software, scripts, data, files, web servers or service, materials, or equipment; acts or omissions of Customer or its agents or contractors; virus or hacker attacks; intentional shutdown for emergency intervention or security incidents; acts or omissions of a party other than Philips; Customer's failure to comply with Philips' Documentation and security and upgrade policies; or Customer's use of DynaCAD or the AI Option in violation of this Agreement. The Product Warranty exclusions set forth in the Conditions of Sale apply in full to this Warranty.

4.6 DYNACAD AND THE AI OPTION ARE NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF QUALIFIED HEALTHCARE PROVIDERS OR FOR STANDARD MEDICAL CARE. CUSTOMER AND ITS USERS ARE ULTIMATELY AND SOLELY RESPONSIBLE FOR CLINICAL REVIEW, DIAGNOSIS, TREATMENT, AND ANY AND ALL MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. PHILIPS EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY RELEASES, PHILIPS FROM ANY AND ALL LIABILITY RELATING TO CLAIMS OF PERSONAL INJURY, MEDICAL MALPRACTICE, OR OTHERWISE RELATING TO MEDICAL CARE OR HEALTHCARE SERVICES RENDERED TO INDIVIDUALS IRRESPECTIVE OF WHETHER ANY ASPECT OF DYNACAD OR THE AI OPTION IS BEING USED BY CUSTOMER AT THE TIME THE CLAIM(S) AROSE.

5. Additional Customer Responsibilities.

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

5.2 Security. Customer is solely responsible for providing adequate security to prevent unauthorized access to Customer-managed infrastructure connected to DynaCAD or the AI Option.

5.3 User Authentication. Customer agrees to enable an identity provider that meets Philips' requirements in the Documentation to authenticate users for DynaCAD or the AI Option. If Customer lacks an identity provider meeting such requirements, then Customer agrees to use any Philips identity and access management service specified by Philips for DynaCAD or the AI Option.

5.4 Liability for Misuse. Customer is solely responsible for the activities of its users and their compliance with this Agreement and the Documentation.

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

5.6 OEM Cooperation. Customer will ensure the timely cooperation of relevant third parties with Philips to ensure there is no delay or interruption in implementation or Support. Philips reserves the right to charge to Customer's account additional labor hours incurred due to Customer's failure to secure such cooperation.

6. Education and Training.

6.1 Training Entitlement. All training included in the Quotation, is made available during the implementation process and must be requested and used by Customer no later than 12 calendar months from Go-Live or. Thereafter, Philips has no further obligation to deliver such training.

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

6.3 Scheduling. Initial application training must be scheduled at least 15 weeks in advance, unless otherwise agreed by Philips. Changes to scheduled training must be received in writing by Philips at least two weeks prior to scheduled delivery. Requests for additional training can be accommodated by notification to the Customer Delivery Manager.

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

6.5 Travel. Philips' travel expenses for all training delivered at Customer Sites are included in the price described in Quotation(s) for onsite training, if any. All travel and living expenses incurred by Customer personnel are Customer's responsibility.

7. License and Service Terms; Billing.

7.1 Terms. The DynaCAD Software license is perpetual. The AI Option License is for the fixed term stated in the Quotation, commencing on the date stated in the Quotation or, if not stated, upon Go-Live of the AI Option. Unless otherwise expressly stated in the Quotation, the AI Option License is non-cancellable and applicable AI Option License fees are non-refundable. Any Service Contract is separately purchased for the term stated in the applicable Service Contract or Quotation and is governed by the applicable Philips service terms and service exhibit.

7.2 DynaCAD Fees. The Quotation sets forth the fees for the DynaCAD Software license and, if purchased, optional DynaCAD Hardware. Philips will invoice, and Customer will pay, such fees in accordance with the Quotation and the Conditions of Sale, and such fees are non-cancellable and non-refundable except as expressly provided in the Agreement.

7.3 Service Contract Fees. The Quotation sets forth the separately purchased Service Contract fees. The Service Contract covers serviceability of DynaCAD and, if licensed, the AI Option, subject to the applicable coverage tier. Service Contract pricing may be tiered based on the number of Connected MRI Scanners.

7.4 AI Option License Fee. The Quotation sets forth the fee for the AI Option License, if ordered. The AI Option License fee covers the AI Option license and applicable Updates made available during the AI Option License term. Philips will invoice the AI Option License fee annually in advance unless otherwise stated in the Quotation. Continued use of the AI Option requires timely payment of the applicable license fees.

7.5 Off-Hours Support Fee. Any request made for Support outside of Standard Support Hours will be billed based on Philips' standard time and materials rates, unless otherwise set forth on the applicable Service Contract.

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

7.7 Price Indexation. Fees for any continuing term of the Service Contract or AI Option License may be increased annuallyby 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 anniversary of Go-Live. Such increase will be reflected on Philips' invoice(s) to Customer.

8. Term and Termination.

8.1 Termination. The DynaCAD Software license subject to any termination rights under the Conditions of Sale. The AI Option License may be terminated for material breach of this Agreement if such breach is not cured within 30 days after receipt of written notice specifying the breach. Termination of any Service Contract is governed by the applicable Philips service terms and service exhibit. Termination of an AI Option License or Service Contract does not affect Customer's obligations to pay amounts accrued prior to the effective date of termination and does not affect any purchase already completed.

8.2 Suspension. In addition to any other rights or remedies Philips may have, Philips may, at its discretion, suspend the Support Contract or the AI Option License: (1) to protect the security or integrity of DynaCAD or the AI Option, (2) if Customer fails to pay applicable undisputed fees when due, or (3) if Customer has breached its obligations under this Agreement where such breach is irremediable or, if the breach is remediable, Customer fails to remedy such breach within 30 days after being notified in writing to do so. Philips will not exercise this remedy without prior written notice to Customer, unless such prior written notice is not reasonably possible, for instance, with regard to the protection of the security of DynaCAD or the AI Option.

8.3 Termination Fees. AI Option License fixed term is non-cancellable for their full term set forth in the Quotation. 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 this Agreement, Customer shall promptly pay Philips all charges for the AI Option License 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 fixed term set forth in the Quotation 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.

9. Conclusion of Services.

9.1 Conclusion of Services. Upon termination or expiration of a Service Contract, only the Support covered by that Service Contract will conclude; Customer's DynaCAD Software license and ownership of any purchased DynaCAD Hardware are unaffected. Upon termination or expiration of the AI Option License, Customer's right to use the AI Option will conclude, but its continuing DynaCAD rights are unaffected. Any required decommissioning, disablement or transition activities will be limited to the affected services or AI Option.

9.2 Data Removal. Customer will ensure that all personal data has been removed from any hardware or media returned to Philips, if any. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove personal data from such Hardware or media.

9.3 Data Return. Philips does not receive any data from Customer in relation to DynaCAD, the AI Option License, Service Contract or other services under this Agreement and has no obligation to return data to Customer upon the termination of the Service Contract or AI Option License.

9.4 No Use Beyond Applicable Term. Philips has no obligation to provide Service Contract Support beyond the conclusion of the applicable Service Contract term or to continue licensing the AI Option beyond the end of the AI Option License term. Upon termination or expiration of the AI Option License term, Customer shall immediately cease all access to and use of the AI Option and, upon Philips' request, disable, uninstall, or permit Philips to disable any applicable AI-related enablement materials provided solely for use with the AI Option. Expiration or termination of the AI Option License or a Service Contract does not terminate Customer's perpetual DynaCAD Software license or ownership of any purchased DynaCAD Hardware, each of which remains subject to the applicable Agreement terms.