PHILIPS

Exhibit 3B
Additional Terms for Imaging Services with Customer's Biomed First-Line Support and/or for User Quality Control Mode (UQCM) for Medical Physicists
(Rev 27)

1. **Services**.
   1.1 User Quality Control Mode (UQCM). If the Quotation includes UQCM, Customer may use UQCM to assist with verifying and auditing image quality, X-ray dose performance, and image representation on the displays. UQCM measurements comply with NEMA XR 27 and use a five-minute verification protocol.
   1.2 EasySwitch. If the Quotation includes EasySwitch, Customer may use EasySwitch Service Support to assist with MR Product recovery if an item becomes stuck in the bore, the magnet discharges in preparation for a disaster, or the magnet must re-energize after a power shutdown. EasySwitch includes maintenance for EasySwitch service components, remote support for EasySwitch On/Off, and on-site recovery (de-energize, re-energize, shim-check, re-shimming if needed). Additional charges apply in case EasySwitch is used other than as described in this section or more than twice in a single contract year.
2. **Service Coverage**.
   2.1 2nd Response. If 2nd response is included in the Quotation, Customer's trained engineer shall attempt to resolve issues prior to contacting Philips. If Philips is unable to remotely resolve the issue, Philips will provide onsite Service. Customer's engineer shall be present during all such visits. Philips must be present for any major Equipment component replacements (e.g., tubes, flat panel detectors, and coldheads).
   2.2 Parts. Parts Coverage is included on an Exchange Basis if indicated in the Quotation.
      2.2.1 Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.
      2.2.2 Parts removed for replacement, any not used spare part, will be removed from the Site by and become the property of Philips ("Exchange Basis"). Customer may not resell or exchange such parts with any third party and will make them available to Philips. Failure by Customer to return the spare part within 14 days of receipt of new, returnable part will result in additional invoicing by Philips of the spare part value.
      2.2.3 If only 2nd line response is included in the Quotation, and Customer has not purchased parts coverage, Customer may request parts to maintain, service, or repair the Equipment at the Site on Exchange Basis. Subject to the availability of such parts, Philips will sell such parts and invoice Customer at Philips' then-current published list price for parts.
      2.2.4 Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer's request and expense.
   2.3 System Availability. Except where only 2nd line response is included in the Quotation, Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation (measured on an annual basis within the contracted service window). For the avoidance of doubt, unless "Uptime Guarantee" is included in the Quotation, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.
   2.4 Equipment Maintenance Intellectual Property Right (EMIP) (also known as Customer Service Intellectual Property (CSIP)). If EMIP access is included in the Quotation, the terms and conditions of the hereto attached Schedule – Equipment Maintenance Intellectual Property License Terms apply and will be incorporated into this Agreement.
3. **Warranty and Warranty Disclaimer**. Philips warrants that the replacement parts provided as described in Section 2.2 of this Exhibit will be free from substantial defects in material and workmanship for a period of 90 days from the date of installation (when installed by Philips) or 30 days from the date the parts were delivered to Customer (when not installed by Philips). For the avoidance of doubt, no such warranty applies to any replacement parts used by Philips in providing its corrective maintenance service. Certain items such as x-ray tubes, photomultiplier tubes, cathode-ray tubes, and high voltage transformers may carry separate warranties that are provided at the time of purchase. This warranty does not include any defect or failure to perform that is the direct or indirect result, in whole or in part, of accident, abuse, misuse, operation of the Equipment in which the part is installed outside of its environmental, electrical or performance specifications, power fluctuations or failures, fires, floods or other similar or dissimilar natural causes, or improper installation or calibration. If a part does not comply with this warranty, as Customer's sole and exclusive remedy, and upon Customer' prompt return of the part to Philips, Philips shall repair or replace such part. THE WARRANTIES STATED ABOVE ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

PHILIPS

Equipment Maintenance Intellectual Property
(also known as Customer Service Intellectual Property (CSIP) License Terms

This Equipment Maintenance Intellectual Property License Agreement ("EMIP License Agreement") begins on the Agreement effective date ("Effective Date") between Customer (hereinafter "Licensee") and Philips and applies as a supplementary agreement if EMIP access is included in the Quotation. As used herein, Philips includes its Affiliates.

1. **Definitions.** The following terms as used herein have the following respective meanings:
   - 1.1 "Affiliate," with regard to Philips, means any corporation, company, or other entity, which: (i) is under the Control of Philips; or (ii) has Control of Philips; or (iii) is under common Control with Philips. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
   - 1.2 "Equipment Maintenance Intellectual Property" or "EMIP" means documentation, software, tools, and know-how, including any associated rights, patents, copyright, and trade secret therein and thereto, owned by or proprietary to Philips.
   - 1.3 "Designated Employee(s)" means those employee(s) of Licensee designed in writing according to the registration process defined by Philips, as may be updated from time to time and that have completed and maintained training and signed the Designated Employees Non-Disclosure Undertaking as affixed to this EMIP License Agreement as Annex 1, prior to access or use of such EMIP.
   - 1.4 "Designated Equipment(s)" means the medical equipment manufactured by Philips, as listed (and identified by serial number) in the Quotation (or in any amendment to this EMIP License Agreement signed by the authorized representatives of both Parties and referencing the terms of this EMIP License Agreement), for the servicing (as defined by the Licensed Use) of which the Licensed EMIP will be provided by Philips.
   - 1.5 "Designated Site(s)" means the location of either Licensee or the end-user/clinical user of the Designated Equipment, as identified in the Quotation, where Designated Equipment(s) has been or will be installed.
   - 1.6 "Licensed EMIP" means the EMIP provided by Philips to Licensee under this EMIP License Agreement for the Licensed Use.
   - 1.7 "License Fee" has the meaning as defined in Section 4.
   - 1.8 "License Term" has the meaning as defined in Section 3.
   - 1.9 "Licensed Use" means the lawful use as set forth in the Quotation (or in any amendment to this EMIP License Agreement signed by the authorized representatives of both Parties and referencing the terms of this Agreement) in compliance with the usage rights and restrictions set forth in this EMIP License Agreement.
2. **License.** Subject to the terms and conditions herein, Philips grants Licensee a single, limited, non-exclusive, non-transferable license, without any rights to sublicense, to use the Licensed EMIP, solely by Designated Employee(s) on the Designated Equipment(s) in the Designated Site(s) in compliance with the Licensed Use ("License"). The license may be subject to further restrictions as set forth in Quotation.
3. **License Term.** The License shall be co-terminus with the Agreement with respect to each Designated Equipment ("License Term"). Philips may terminate the License:
   - 3.1 for a Designated Employee that ceases to be a Designated Employee, after which coverage will increase to full service. If a new Designated Employee meetings the requirements is named, the full service agreement will terminate and the License will renew for the remaining License Term;
   - 3.2 for Designated Equipment that Licensee ceases to service; or
   - 3.3 for a Designated Site no longer in use.
4. **License Fees.** Licensee shall pay to Philips a non-refundable license fee as set forth in the Quotation ("License Fee"). Such payment obligation is absolute.
5. **Rights.** All EMIP, including the media on which they are embodied, and any modifications or derivations thereof, shall remain the sole property of Philips. Except as expressly permitted under this EMIP License Agreement, Licensee shall not, and shall not permit any third party to copy, reproduce, distribute, assign, sub-license, lease, rent, loan, transfer, disclose, otherwise make available, modify, adapt, alter, translate, create derivative works from, reverse assemble, decompile, disassemble, or otherwise attempt to derive source code of, the Licensed EMIP. It is expressly acknowledged and agreed that (i) the Licensed EMIP is licensed under copyrights only and not sold and (ii) any and all references to "sale" or "sold" of any Licensed EMIP shall be deemed to mean a copyright license, and not as transfer of any intellectual property right. Other than the limited license granted to Licensee under Section 2, nothing in this EMIP License Agreement shall be construed as conferring any license or right to Licensee or obligation on Philips, directly or by implication.
6. **Licensee's Duties.**

6.1 Licensee shall use the Licensed EMIP only in the manner specified herein, and only by Designated Employee(s) on Designated Equipment(s) at Designated Site(s).Licensee shall inform Philips immediately of any changes with respect to Designated Employee(s) and Designated Site(s). The Licensed EMIP cannot be transferred to or used with equipment other than the Designated Equipment.

6.2 Licensee warrants that all Designated Employees are Licensee's employees. For the purpose of this EMIP License Agreement, the term "employee", or other words contemplating the same relationship as "employee", will have the same meaning as when the term is used by the applicable labor law and tax laws in Licensee's country (as distinct from an "independent contractor") to determine whether there is an obligation to withhold income taxes, withhold and/or pay social security taxes, and/or pay unemployment tax on wages paid.

6.3 Prior to the disclosure or dissemination of any Licensed EMIP to Designated Employee(s) and prior to attending training, Licensee shall deliver an original copy of the signed Designated Employees Non-Disclosure Undertaking ("NDU"), as attached to Annex 1, to Philips. The execution and delivery of the NDU is a condition precedent to Philips' obligation to train or otherwise disclose or disseminate any Licensed EMIP. Under no circumstances may an employee of Customer be entitled to use EMIP prior to completion of training and signature of an NDU.

6.4 Licensee shall notify Philips of any change in Designated Employees' employment status or assignment to Designated Equipment and/or Designated Sites. Upon request, Licensee shall provide the then current list of Designated Employee(s) on Designated Equipment(s) at Designated Site(s).

6.5 Licensee shall, at Licensee's expense, ensure Designated Employee(s) attends training, including any required courses to maintain training certification. Training will be conducted at Philips' facilities or remotely as defined by Philips for the applicable course. Philips may cancel or reschedule courses. Designated Employee(s) must meet the minimum admission requirements set forth in the course syllabus and must satisfy all prerequisites prior to admission. Philips makes no warranty that any Designated Employee(s) will pass all or any portion of the training courses provided or that the training will result in any Designated Employee(s) being qualified or able to troubleshoot and repair any or all possible malfunctions that may occur in the Designated Equipment.

6.6 Licensee shall use, and/or cause its Designated Employee(s) to use the utmost effort and care to protect EMIP from access or disclosure to or use by anyone other than Designated Employee(s), including other employees of Licensee not so designated. In the event that Licensee or any of the Designated Employees, in connection with the maintenance of the Designated Equipment, has access to tangible Licensed EMIP pursuant to this Agreement, Licensee shall keep such Licensed EMIP in a lockable cabinet or box. Licensee shall be liable for unlawful use, including use by third parties such as independent service organizations that access EMIP at Licensee's Designated Site via accessing EMIP in the possession or the responsibility to maintain in confidence by Licensee's Designated Employee and provided under this EMIP License Agreement.

6.7 No third party or employee other than Designated Employees shall engage in the installation, maintenance, repair and/or operation of equipment using the Licensed EMIP. EMIP not provided by Philips is illegally created and/or provided without Philips' authorization. In all cases, independent service providers must purchase a separate license from Philips and may not use a license granted to a healthcare institution.

6.8 Any such unauthorized modification to the Licensed EMIP shall be solely owned by Philips and Licensee shall take all reasonable actions needed to perfect such ownership by Philips. Licensee agrees not to use or permit any person to use an unauthorized copy of all or part of the Licensed EMIP.

6.9 Licensee shall at all times use its best efforts to keep confidential any and all EMIP which it may have access to or acquire in the exercise of its rights or performance of its obligations under this EMIP License Agreement and take all necessary reasonable safeguards to prevent unauthorized use. In support thereof, Licensee shall submit its field service safeguard procedures it shall use for the Licensed EMIP and agrees that all Designated Employees are made aware of the same and abide by such procedures as it applies to access and use of the Licensed EMIP. Such procedures shall also indicate the measures Licensee shall take to prevent the introduction of malware or virus software into the Designated Equipment(s) when performing maintenance as well.

6.10 Licensee shall not disclose the existence or terms of this EMIP License Agreement, and any other information labelled as "confidential" and shared by Philips in its performance under this EMIP License Agreement, to any third party or to employees that are not a Designated Employee without the prior written consent of Philips, except as may be required by law.

7. Audit, Access to Designated Equipment. During the License Term and for a period of three years thereafter, Philips, or its designated representative, may audit all relevant books and records of Licensee and the Designated Equipment(s), including log files, to verify Licensee's compliance with this EMIP License Agreement. Such audit will extend to any materials needed to determine if Licensee should have licensed additional EMIP or used the EMIP outside the scope of this Agreement. Such audits will be conducted during normal business hours. Licensee shall co-operate and provide

assistance with any audit as requested by Philips or its auditors. The audit will be conducted at Philips' expense. If the audit reveals that Licensee breached any of its obligations under this Agreement or underpaid amounts owed by 5% or more, Licensee will reimburse Philips for all costs and expenses incurred in connection with such audit. Licensee shall promptly pay to Philips any amounts revealed by an audit, plus interest if the amount due is greater than the amount actually paid to Philips. The interest shall be calculated at the lower of the monthly rate of 2% or the maximum rate permitted by applicable law from the due date until paid. During the audit period, Licensee shall not make any attempt nor allow a third party to circumvent or undermine Philips' ability to access Designated Equipment for the above purpose.

8. **Disclaimer of Warranty and Limitation of Liability**. The Licensed EMIP is provided 'AS IS' without warranty of any kind. Philips expressly disclaims any and all warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that all problems in the Designated Equipment(s) will be diagnosed or corrected with the use of the EMIP, or that the EMIP is error free. Except as otherwise prohibited by law, Licensee agrees to indemnify and hold Philips harmless from any claims, losses, liabilities, damages, costs, penalties, fines, and expenses, including, without limitation, reasonable attorneys' fees, brought against, or suffered by, Philips arising directly or indirectly as a result of Licensee's use of the Licensed EMIP, or failure to properly maintain the Designated Equipment, except to the extent damages arise from the negligent acts or omissions of Philips. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF REVENUE, BUSINESS OPPORTUNITY, OR DATA, BUSINESS INTERRUPTION, OR DAMAGE TO REPUTATION) IRRESPECTIVE OF WHETHER SUCH DAMAGES RESULT FROM CLAIMS BASED ON TORT (INCLUDING NEGLIGENCE), WARRANTY, CONTRACT, INDEMNITY, OR ANY OTHER LEGAL THEORY, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Philips' total liability, if any, is limited to an amount not to exceed the License Fee payable for the Licensed EMIP that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY PHILIPS' NEGLIGENCE.
9. Infringement of Philips' Rights. Licensee shall promptly notify Philips in writing of any unauthorized use, disclosure, transfer, or copying, or other activity constituting a violation of Philips' rights, of which Licensee is or becomes aware. Licensee agrees to assist Philips in rectifying any such violations and defending Philips's property rights in the EMIP. If a Designated Employee violates this EMIP License Agreement or any related agreement, Licensee shall take all necessary action to enjoin further violating activity and to prevent additional occurrences of such activity.
10. **Remedies and Liquidated Damages**. In the event of breach of this EMIP License Agreement, and any other provision of the Agreement to the contrary notwithstanding, Philips shall be entitled to (as cumulative and not exclusive remedies): all available remedies, including compensation for all damages out of or resulting from the breach, and including without limitation, all consequential damages and attorneys' fees incurred by Philips; and an injunction enjoining and restraining Licensee and/or Designated Employee(s) from doing or continuing to do any violation or threatened violations of this EMIP License Agreement, without need of posting of a bond prior to the issuance thereof.
    Furthermore, except as otherwise provided by law, Licensee shall indemnify and hold Philips harmless from any and all damages resulting from Licensee's or a Designated Employees' breach of this EMIP License Agreement.
    Without prejudice to any rights or remedies Philips may have under this Agreement or at law, in any case of unauthorized use of any EMIP by Licensee (including, but not limited to, using EMIP not supplied by Philips), Licensee shall incur liquidated damages of $100,000 USD to be paid to Philips for each Instance of unauthorized use. For purposes of this section, an "Instance" means each unlawful access or use of EMIP by an individual, irrespective of whether such use occurs on the same equipment or is by the same person. Licensee hereby acknowledges and agrees that such liquidated damages are a genuine pre-estimate of Philips' loss suffered as a result of Licensee's breach and is not meant as a sole or exclusive remedy.
11. **Third Party Rights**. The Licensed EMIP may be accompanied by certain open source software. Such open source software is only governed by its own license conditions. To the extent Philips has provided the Licensee with a copy of these license conditions, Licensee shall comply with them.
12. **Feedback**. Philips has the unrestricted right to use, without charge, any feedback provided by Licensee or Designated Employees to Philips relating to the Licensed EMIP, in any manner and for any purpose.
13. **Termination and Effect of Termination**.
    13.1 Without prejudice to any other right or remedy of Philips, Philips may, by written notice to Licensee, terminate this EMIP License Agreement or the license granted hereunder with immediate effect if:
        13.1.1 Licensee fails to make any payment under this EMIP License Agreement to Philips when due; or
        13.1.2 Licensee violates or breaches any of the provisions of this EMIP License Agreement (by, including but not limited to, use of Licensed EMIP on non-Designated Equipment; use of Licensed EMIP by non-Designated Employees; use of Licensed EMIP at non-Designated Sites; use of any non-Licensed EMIP; use of Licensed EMIP by Designated Employee who has not taken or maintained the requisite training. For the avoidance

of doubt, each of the above actions constitutes material breach of this EMIP License Agreement;

13.1.3 a petition in bankruptcy or winding up petition is filed against Licensee, any proceedings in insolvency or bankruptcy are initiated against Licensee, a trustee or receiver is appointed over Licensee, or any assignment is made for the benefit of creditors of Licensee;

13.1.4 a change of control occurs, meaning (a) the sale of all or substantially all assets of Licensee, or (b) a merger, consolidation or other reorganization of Licensee which results in more than 50% of the voting stock of the resulting or surviving entity being owned or held by persons other than those owning or holding the voting stock in Licensee on the Effective Date, or (c) the sale by one or more stockholders of Licensee, in a single transaction or series of related transactions, of more than 50% of the voting stock of Licensee to one or more third parties who are at the time of such sale unaffiliated with any stockholders of Licensee. Licensee shall inform Philips immediately of any such (anticipated) change of control;

13.1.5 Licensee challenges or attempts to challenge, directly or indirectly the ownership or validity of any Philips EMIP, or otherwise institutes a cause of action or proceeding involving Philips' EMIP;

13.1.6 Licensee misappropriates or infringes, or accesses or attempts to access any Philips equipment without authorization to obtain access to any EMIP;

13.1.7 in Philips' opinion, the Licensed EMIP is likely to become, the subject of an intellectual property rights infringement claim; or

13.1.8 there is a substantial business reason for Philips to terminate;

Philips shall not be liable to Licensee by virtue of such termination.

13.2 Termination of this EMIP License Agreement for any cause shall not be construed to release any party from any obligation matured to the effective date of such termination. Obligations matured prior thereto shall survive termination.

13.3 Upon expiration of any license pursuant to Section 3 above, or termination of this EMIP License Agreement, Licensee shall immediately cease use of any and all Licensed EMIP and, all Licensed EMIP embodied on any tangible media and any device used to access Licensed EMIP shall be immediately returned to Philips including any and all copies or reproductions thereof. An officer of Licensee's institution shall certify that all EMIP has been destroyed promptly upon termination of the Agreement pursuant to Subsection (a) of this Section 13.

13.4 No portion of the License Fee will be refunded to Licensee in the event of termination of this EMIP License Agreement or the license based on Subsection (a).

13.5 The provisions of Section 1, 5, 6.6-6.10, 7, 8, 10, 11, 12, 13 and 14 shall survive the expiration or termination of this EMIP License Agreement.

14. Miscellaneous.

14.1 **Annexes**. The following Annex is incorporated into this EMIP License Agreement:

Annex 1
Designated Employees Non-Disclosure Undertaking

_____

Name of Designated Employee

_____

Residence Address

In consideration of the information received or to be received by me from Philips, in my role as "Designated Employee" under the EMIP license agreement signed by my current employer ('Employer") and Philips and in further consideration of Philips' disclosure to me of its proprietary information, I agree to and undertake the following:

1. "Philips Proprietary Information" means information disclosed to me, known by me, or acquired by me or in my subsequent use of such information in the installation, service, maintenance, or repair of Philips branded equipment(s), including any oral, written, or electronically recorded information, any documentation, software, tools, and/or know-how.
2. I acknowledge that, in the maintenance of the branded equipment(s), I may receive the benefit of Philips' substantial investment in the Philips Proprietary Information which is not available outside of Philips.
3. I will treat the Philips Proprietary Information in strict confidence, and will not, directly or indirectly, disclose, reverse engineer, decompile, modify, adapt, translate, create derivative works, disassemble, disseminate, lecture upon, publish, copy, or duplicate any such information without Philips' prior, express, written consent. This obligation to maintain the confidentiality of Philips Proprietary Information will endure permanently.
4. Upon my employment with my Employer terminating, prior to or upon my retirement, or upon a change in my employment responsibilities wherein my use of the Philips Proprietary Information is no longer required, I will turn over to a designated individual employed by the Employer, all Philips Proprietary Information then in my possession, custody, or control. I will not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, excerpts, or any other documents relating in any way to the Philips Proprietary Information that are entrusted to me at any time during my employment with the Employer. If Employer does not designate an employee or agent to accept the surrender of the information and material as required above, I will immediately inform Philips of these circumstances.
5. This undertaking and all matters relating to the construction, interpretation, and enforcement thereof will be governed by the country of my residence, without regard to principles of choice of law.
6. If any provision of this undertaking is determined by a court of competent jurisdiction to be unenforceable, the unenforceable provision may be stricken without affecting the remainder of this undertaking.
7. By signing this confidentiality undertaking, I acknowledge, agree and accept that Philips has the right to enforce this confidentiality undertaking directly against me irrespective of any other rights or remedies which Philips may have relating to the Philips Proprietary Information under the EMIP license agreement between Philips and my Employer.

_____ _____

Dedicated Employee's Signature Date