PHILIPS

Exhibit 26
Additional Terms for Philips Clinical Informatics Service Agreement for Vue PACS (Rev 27)

1. Service.

1.1 Commencing on the Effective Date and subject to the limitations below, Philips will provide services listed on the Quotation(s) for the Covered System. For the purposes of this exhibit, "Covered System"" shall mean the Vue picture archive communications system ("PACS") listed on the Quotation. Additionally, "Hardware"" means Customer's devices, server, and storage hardware.

1.2 Agreement. All references to "Agreement" herein refer collectively to the following (and in the event of any conflict between the terms therein, the priority for control, from first to last priority, shall be): the Quotation, this Exhibit, and the Philips Healthcare Service Terms and Conditions.

2. Telephone and Remote Support.

2.1 Telephone and Remote Support. Telephone and Remote Support coverage is included with all software maintenance agreements identified in this Exhibit. Technical Telephone and Remote Support coverage services are available 24 hours per day, 7 days per week, including Philips recognized holidays. Clinical Telephone and Remote Support coverage services are available Monday through Friday between 8:00 AM – 5:00 PM local time, excluding Philips-recognized holidays.

2.2 Remote Access & Diagnostics. Philips may remotely access the Vue PACS at the Site, subject to Customer fulfilling its obligations to permit Philips remote access to the EI Software and Services Solution.

2.3 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 between 8:00 AM – 5:00 PM local time, excluding Philips recognized holidays, and includes labor and travel necessary for the delivery of corrective services.

2.4 InCenter Access. Philips will provide Customer access to Philips' web-based Service support portal for the Covered System(s) covered under this Agreement.

2.5 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.

3. Interface Support.

3.1 Philips supports the DICOM and HL7 communication to and from the Equipment as they exist at the time of installation. In the case of upgrades, Philips shall provide the following Services:

3.1.1 If the Vue PACS, interoperability mapping engine, or Philips 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.

3.1.2 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 Vue PACS 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 Vue PACS to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer. Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard labor and material rates for such Service, as well as any modifications arising from Customer in non-Philips interoperability mapping engines. Philips is not responsible for technical issues arising from third party modifications to their software affecting interfaces or non-Philips interoperability mapping engine modifications that result in errors fielding inquiries or sending data to Vue PACS.

4. Software Versions and Updates.

4.1 If a new software Upgrade or Update version is available for the Vue PACS, and the requirements of the Agreement are satisfied, then Philips will Upgrade the Vue PACS application software during the term of the Agreement as follows.

4.1.1 Subject to the conditions set forth in Section 4 of this exhibit, Philips will install Updates and Upgrades Philips makes generally commercially available to customers having maintenance and support on the same Vue PACS application with the same software version and purchased options, original purchased by

Customer To obtain the update or upgrade, customer will be required to pay a Professional Services Fee with respect to software update or upgrade. 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 Such Updates and Upgrades do not include hardware updates or replacement, unless Customer has purchased the hardware upgrade option applicable to such Upgrade.

4.1.2 Functionality. Customer is entitled to Updates and Upgrades. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.

4.1.3 "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 its customers that are under a service or maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotation or Agreement schedule. Updates do not include new products, modules, or extensions for which Philips elects to charge separately.

4.1.4 "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 customers that are under a software maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotation 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.

4.1.5 Hardware updates and replacement. Software versions, Software Updates 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.

4.1.6 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 with each of the Updates and Upgrades.

4.2 To receive an Update or Upgrade:

4.2.1 New order for professional services as required and hardware, if purchasing from Philips (and not already covered by a Hardware Upgrade services option), and a statement of work;

4.2.2 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement including the availability of Philips remote service capability and access to the Vue PACS by Philips personnel; and

4.2.3 The Vue PACS that will receive Upgrade or Update must meet the specifications of the Update or Upgrade. Customer shall provide the Vue PACS hardware or software necessary to meet such specifications.

4.3 Software Updates and/or Upgrades do not include: applications that were not purchased with the Vue PACS, including any third-party software, such as virus protection software, interface and/or interoperability mapping engine software changes required to use the Philips Update or Upgrade, operating system software or firmware updates for client device or server hardware.

4.4 Hardware. Customer must have installed all hardware upgrades required for such Update or Upgrade unless Customer has purchased a hardware upgrade option from Phiilips for the Vue PACS service.

4.5 Philips manages and maintains the lifecycle of its products and old versions of the Vue PACS are discontinued from time to time. During the term of this Agreement, Customer shall maintain the EI Software and Services Solution at the most recent major version (or one before that) to receive Service or Upgrades under this Exhibit. In the event that the Customer refuses an Update or an Upgrade to a software version as required in this subsection, Philips may terminate the Agreement due to the inability to support discontinued versions of the Vue PACS.

5. <u>Installation Logistic & Clinical Education for Software Upgrades, Updates, and Fixes</u>.

5.1 Philips will install the upgrades, updates, or fixes that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at mutually agreeable time.

5.2 Update or Upgrade installation and clinical support of the installation shall take place remotely, subject to mutually agreed schedule or if required to be on-site, Philips will provide service during standard on-site response hours, Monday through Friday between 8:00 AM – 5:00 PM local time, excluding Philips-recognized holidays, subject to mutually agreed schedule. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then-current labor and material rates.

6. Customer Responsibilities.

6.1 System Administrator. Customer shall designate an individual(s) to serve as its system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the Covered System Administrator shall maintain the integrity of the System operation and ensure that proper backup procedures are in place. In the event Customer does not meet the obligations set forth herein, delays in service arising therefrom are Customer's sole responsibility. Customer having a trained qualified systems administrator is a material condition for Philips to provide the Services herein.

6.2 Remote Access. Customer shall provide Philips with 24x7 direct VPN remote network access to the Philips or 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 the Customer Provided Hardware. Customer will allow Philips to establish a site-to-site VPN using Philips Remote Service (PRS). At Philips sole discretion, the use of a Customer-managed VPN may be approved if the use of Philips PRS is prohibitive. In such case Customer shall allow the 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 the Customer Provided Customer Provided Hardware. If the VPN is established using Customer's VPN device AND the 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. PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS or a Philips-approved VPN connectivity solution is enabled and maintained.

6.3 Security. Access Control: Customer is responsible for providing adequate security to prevent unauthorized System access Control to Philips (or its third-party vendors) proprietary and confidential information .

6.4 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the Vue PACS System Installation or Reference Guide. Data back-up is the sole obligation of Customer. Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs. For an additional charge based upon published labor and material rates, Philips may offer data reconstruction services, subject to resource availability, using commercially reasonable efforts. In all such events, data reconstruction services are offered without any guarantees of any kind.

6.5 Data Storage. It is Customer's responsibility to provide its own long-term storage for data stored on the Vue PACS server(s).

6.6 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

7. Service Limitations.

7.1 Software Restoration. If the Software fails and the supported application Software requires restoration, then Philips will reinstall the application Software, database Software, and operating system to the revision level that existed prior to the malfunction or failure, and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Covered System, Customer will hold sole responsibility for the loss of data. Custom or third-party Software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to Hardware not supported under the Agreement, Customer shall install Hardware that meets the requirements of this Agreement before Philips begins any Software restoration efforts. Philips is not responsible for delays in Service arising from the foregoing. Philips may offer, subject to resource availability and for an additional charge based upon published labor and material rates, hardware support to assist Customer to fulfill its Hardware obligations under this subsection prior to performing Software restoration Services.

7.2 Anti-Virus Statement. Philips Software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to protect against attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus software in accordance with the Vue PACS System Installation or Reference Guide. Managing anti-virus software to protect against virus infection is Customer's sole responsibility.

7.3 Non-Philips Software Assistance. Requests for assistance with Hardware, operating systems, communications network, Third Party Software, printer configuration, etc., are outside the scope of this Agreement. However, if requested by Customer, then Philips may provide non-Philips Software assistance on a time and materials basis, at Philips then-current time and materials rates, as available.

8. Service Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services provided under this Exhibit.

8.1 Any combining of the Covered System with a non-qualified device. A non-qualified device is:

8.1.1 Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Covered System without Philips' approval. Examples include software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s).

8.1.2 Any product supplied by Philips that has been modified by Customer or any third party.

8.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements.

8.1.4 Services requested for Vue PACS running software versions other than as required under Section 4.5.

8.1.5 Any product that has reached its End of Life. "End of Life" means software and or hardware equipment that has surpassed the published end of support life date by the original equipment manufacturer.

8.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Covered System.

8.3 If the System covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, hardware and parts are not included in the Services.

8.4 Any network related problems.

8.5 Delays arising from Customer failing to meet its obligations under this exhibit.

9. OS Patching Service.

9.1 This section is only applicable to customers that have elected to purchase OS Patching Service coverage as part of the Software Maintenance Agreement. All others are not eligible for this service option.

9.2 Philips validates Operating System (OS) updates/patches addressing software security vulnerabilities and aims to deliver them to the Philips Vue PACS servers monthly (subject to availability from the OEM). The OS security patches in scope of the OS Patching Service are proactive in nature and are considered OS device enhancements (and not repair). These patches are one step in Customer implementing a comprehensive mitigation plan to protect its Vue PACS from virus infection. This service is a mitigation measure and not a guarantee from virus infection. The OS Patching Service requires the scheduling of a monthly downtime period. In the event Philips, at its sole discretion, determines via validation that an OS patch may cause software degradation or material defects in the Vue PACS software, such OS patches are excluded from delivery to Customer under this service. Patient safety is Philips paramount interest.