PHILIPS

Schedule 22
4DMedical Applications (Rev 27)

1. Application of Terms and Conditions of Sale

1.1 This 4DMedical Applications Product-specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule: 1.6 (Philips Security Interest Until Full Payment), 2 (Lease and Trade-In), and 4.1 through 4.3 (Product Warranty).

2. Definitions

2.1 "Agreement" means this Schedule and its Exhibit(s), together with the Quotation and the Conditions of Sale.

2.2 "Authorized User" means a User authorized to use Subscription Service on a licensed device and/or unit(s) of sale as described in the Quotation, as specified on the Quotation.

2.3 "Customer Content" means data and information input by Customer into the Subscription Service or otherwise processed by Customer using the Subscription Service (other than Philips' propriety or confidential information).

2.4 "Deliverables" means materials, work products, and documentation provided and/or delivered as part of the Professional Services.

2.5 "Documentation" means the Instructions for Use (IFU) for the Subscription Service provided by Philips as may be updated from time to time by Philips as well as any other written instructions provided by Philips to Customer.

2.6 "Go-Live" means Subscription Service is ready for Customer's use, defined as the first of either of the following to occur: Philips first providing Customer with access to Philips' standard instance of the Subscription Service, as evidenced by Customer's signature of Philips' Customer Acceptance Form or 2) Customer's making productive use of the Subscription Service.

2.7 "Maintenance" means the tracing or repairing of defects of the Subscription Service through Updates and Upgrades made available from time to time, at the discretion of Philips, according to the Service Level Agreement.

2.8 "Order Effective Date" means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

2.9 "Order Term" means the period of time, specified on the Quotation and commencing at Go-Live, during which Customer will have access the Subscription Service(s) as described on the Quotation.

2.10 "Professional Services" means the services ordered by Customer and provided by or on behalf of Philips pursuant to this Schedule, including but not limited to installation, implementation, verification and training, excluding the provision of any Technical Support Services or Maintenance with respect to the Subscription Service or Software.

2.11 "Quotation" means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, term, number of licensed devices and/or unit of sale as described in the Quotation, and fees.

2.12 "Service Level Agreement" means Philips' Service Level Agreement for Subscription Service as of the Order Effective Date, which is attached as an Exhibit to this Schedule. Philips reserves the right to publish revisions to the Service Level Agreement from time to time.

2.13 "Services" means, collectively, the Subscription Service and any Professional Services.

2.14 "Statement of Work" or "SOW" means the statement of work made pursuant to and a part of this Agreement, describing the implementation specifications, project plans, or other technical instructions, as applicable and agreed by the parties in writing prior to Philips' commencement of the Services.

2.15 "Subscription Service" means the application hosted and provided by Philips to Customer on a SaaS basis, including Maintenance and Technical Support Services, as well as software components hosted on Customer's premises as part of Subscription Service: all as described in the Documentation and as specified in the Quotation and Service Level Agreement.

2.16 "Technical Support Services" means the technical support services provided by Philips for the Subscription Service according to Service Level Agreement.

2.17 "Third-Party Products and Services" means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, other than the Subscription Service or Customer Content, that: a) Customer has acquired or may acquire the right to use from a party other than Philips (irrespective of whether it is delivered by Philips), or b) for which Philips is not the original equipment manufacturer.

2.18 "Third-Party Terms" means different or additional terms and conditions governing Customer's use of Third-Party Products and Services as may be supplied directly to Customer by the original equipment manufacturer for such Third-Party Products and Services passed through to Customer by Philips.

2.19 "Updates" means fixes or corrections for bugs, provided to enable the Subscription Service 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). Updates do not include new products, modules or extensions for which Philips elects to charge separately.

2.20 "Upgrades" means a new version or release of the Subscription Service, 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). 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 configuration of the Subscription Service may be available for additional subscription fees and shall not include changes with a version change in the first or second number in the series.

2.21 "User(s)" means any person who is authorized by Customer to use and access the Subscription Service solely for Customer's benefit, in accordance with this Schedule and has been supplied user identification and password by Customer (or by Philips at Customer's request if Philips has so agreed in writing). Customer is solely responsible to ensure that only authorized users having the legal right to access data for the lawful benefit of Customer use the Subscription Service enabled via Customer's IT system.

3. Subscription Service Access

3.1 Subject to the terms and conditions of the Agreement, including (without limitation) full and timely payment of fees and Customer's compliance with this Schedule, Philips will, during the Order Term, make the Subscription Service available to Customer for Customer's own internal operations.

3.2 Subscription Service fees are not contingent on Philips' or Customer's configuration of the Subscription Service, or Customer data acquisition.

3.3 The Subscription Service may not be used in conjunction with more than the maximum number of scans included in the bundle and/or tier of scans as stated on the Quotation. If Customer exceeds the maximum number of scans as stated on the Quotation in any contract year, Customer shall be charged at the higher tier/bundle at Philips' then-current rates for the next contract year.

3.4 Customer will use the Subscription Service solely as contemplated by this Schedule. Furthermore, Customer will not:

- 3.4.1 use the Subscription Service in a manner inconsistent with the Documentation;
- 3.4.2 sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users;
- 3.4.3 access the Subscription Service in order to (i) build a competitive product or service or (ii) copy any ideas, features, functions or graphics of the Subscription Service; or
- 3.4.4 exceed the licensed use of the Subscription Service as described in the Quotation.

3.5 Updates and Upgrades are made generally available to Customer during the Order Term, subject to any limitations set forth in the applicable Quotation and this Agreement.

4. Deployment

4.1 The Subscription Service will be delivered and deployed by Philips or by a subcontractor named by Philips, as specified on the Quotation or SOW.

4.2 Customer is responsible for cooperating and performing its deployment responsibilities identified in the applicable SOW without delay.

4.3 Customer will maintain adequate internet connection bandwidth in compliance with the Documentation.

4.4 The parties understand that there may be instances where a performance obligation of Philips or Customer is dependent on a precedent performance obligation of the other party. In the event the other party does not perform its precedent performance obligation as of the scheduled date or in accordance with the specifications for such precedent performance obligation, such that the non-delaying party does not have adequate or sufficient time to fulfill its obligations in a commercially reasonable manner and stay within the agreed-upon schedule, the non-delaying party will be entitled to take a reasonably necessary amount of time to complete its performance obligation not less than the length of the delay engendered by the delaying party.

4.5 Philips may subcontract to contractors of Philips' choice any of its obligations to Customer or other activities performed by Philips under this Schedule. No such subcontract will release Philips from its obligations to Customer set forth herein.

5. Service Fees

5.1 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within 30 days of the invoice date.

5.2 Unless otherwise set forth in the Quotation, Subscription Service fees will be invoiced by Philips upon Go-Live, and then every 12 months from the start of the Order Term.

5.3 In the event Customer has exceeded its use of the Subscription Service beyond the maximum number of scans included in the bundle and/or tier of scans identified on the Quotation, Philips will invoice, and Customer will pay, Philips' then-current Fees for such additional usage.

5.5 Subscription Service Fees are not decreased based on actual usage. The Order Term is non-cancelable.

5.6 Subscription Service fees may be increased by Philips annually by the greater of (i) 5% per year or (ii) the most recently published 12-month percent change in the United States consumer price index for medical care services (CPI-MCS) as of the annual anniversary of Go-Live.

6. Customer Responsibilities

6.1 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to) (network) connectivity, as well as maintenance for the same. Customer must employ industry-standard virus protection software and security protection for Customer's infrastructure used to access Subscription Service.

6.2 Customer will provide full and timely cooperation with Philips' Technical Support Services resources.

6.3 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule. Customer will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Service, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate fully with Philips in any litigation against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and (c) ensure the proper configuring, programming, updating, and operating of Customer's hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.

6.4 Customer agrees to comply with any and all Third-Party Terms as they are disclosed to Customer in writing in connection with Customer's use of Third-Party Products and Services.

7. Warranty

7.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Order Term.

7.2 In case of a warranty claim, Customer must promptly notify Philips in writing. Upon receipt of such notice, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to make it perform in accordance with the Documentation. All corrections will be made in accordance with the applicable Service Level Agreement. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period not less than 30 days, Philips is unable to replace or repair the Subscription Service, Customer may terminate this Schedule without liability upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

7.3 This warranty is subject to the provisions of Sections through 4.7 through 4.9 of the Conditions of Sale.

8. Maintenance and Technical Support Services

8.1 Maintenance and Technical Support Services will be provided by Philips to Customer as part of the Subscription Service during the Order Term in accordance with the applicable Service Level Agreement.

8.2 Philips is not obligated to provide any technical support services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks.

9. Obsolescence

9.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality or security of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

9.2 Philips may determine that the Subscription Service is obsolete or will otherwise be discontinued and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service or Maintenance or Technical Support Services for the same. In such event Philips may, with 180 days' prior notice, terminate the Agreement, and provide Customer with a refund of any pre-payments for periods of Subscription Service not yet rendered.

10. Term and Termination

10.1 Order Term. The Agreement will take effect upon the Order Effective Date. The Order Term is set forth on the Quotation and commences upon Go-Live.

10.2 Either party may terminate an Order Term upon a material breach of this Agreement by the other party if such breach is not cured within 30 days after receipt of written notice specifying the breach. Termination or expiration of the Order Term will result in termination of this Schedule.

10.3 Termination of the Schedule for any reason will not constitute a termination of any other orders, or schedules made under the Conditions of Sale that are not subject to this Schedule, and will not relieve Customer of any of its obligations incurred prior to such termination including, but not limited to, payment of all outstanding invoices for Subscription Service performed until the effective date of such termination and will not impair any of Philips' rights which have accrued prior to such date. In the event of termination due to Customer's breach: a) all fees for the remaining period of the Order Term will immediately become due and payable, and b) Philips' obligations under this Schedule will cease.

10.4 Upon termination or expiration of this Schedule or the Order Term, for any reason, Customer will immediately cease accessing the Subscription Service and – upon Philips first request – return, delete or allow Philips to retrieve the software component of the Subscription Service hosted on Customer's site.

10.5 For a period of 30 days after the effective date of termination or expiration, Philips will make available to Customer for download Customer Content stored in the Subscription Service. After such 30-day period, Philips will have no obligation to maintain or provide any Customer Content and will have the right, unless legally prohibited, to delete all such Customer Content in its systems or otherwise in its possession or under its control.

10.6 In addition to any of its other rights or remedies Philips may, at its discretion, suspend the Subscription Service or Professional Service, where Customer has failed to perform any obligation under this Schedule where such breach is irremediable or, if the breach is remediable, 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, as necessary to ensure security of the Subscription Service.

11. Professional Services Terms

11.1 Recommendations Only. The Professional Services may include advice and recommendations. Such Services are advisory in nature, and Customer is responsible for evaluating such advice and considering all relevant factors and will be solely responsible for the decision to implement such advice and any and all outcomes.

11.2 Timelines and Labor Hours. Unless expressly agreed upon between the parties in writing, any hours and dates described in the Quotation and/or SOW, including (without limitation) with regard to milestones and Deliverables, are estimates only and are solely intended for Philips' budgeting purposes and resource-scheduling purposes. Philips exceeding an estimate does not constitute a breach by Philips.

11.3 Fees, Expenses, and Payment.

11.3.1 For each and every Deliverable as included in the Quotation with a specific price associated with it, the following will apply: (i) each such Deliverable will be deemed to be a standalone item, (ii) Philips may invoice for each item as it is delivered, and (iii) Customer will pay for each item as it is invoiced.

11.3.2 Unless expressly stated otherwise in the Quotation, in addition to the Fees, Customer will reimburse Philips for all expenses actually incurred by Philips in performing the Professional Services, including travel, lodging, meals, transportation, and other customary out-of-pocket expenses. At Customer's request, Philips will furnish reasonable documentation supporting all such expenses.

11.3.3 Unless a Quotation explicitly sets forth the Deliverable to be provided on a fixed fee basis, Professional Services are Quoted on an hourly basis, and any totals listed are estimates of the total required for the Deliverable/Professional Services, Customer will be invoiced on the actual hours spent performing the Professional Services. Such invoice may exceed the total estimated hours listed in the Quotation. If Philips foresees that the estimated number of hours will be exceeded, it will use commercially reasonable efforts to inform Customer thereof.

11.3.4 Customer will be charged for Professional Services Fees and other Fees as a result of a change associated with Upgrades, as detailed in the Quotation.

11.4 Customer's Responsibilities. Philips' responsibility to provide the Professional Services, meet the milestones (if any), and provide Deliverables is contingent on Customer meeting its responsibilities in a timely and appropriate fashion, free of charge. If Customer fails to meet such responsibilities, it may result in an increase in the Fees, or in delays or extensions of the agreed milestones or Deliverables. Customer will provide:

11.4.1 access to Customer's employees, representatives, or agents required to accomplish the objectives described in the Agreement;

11.4.2 access to relevant information and materials (written and electronic) as needed to accomplish the objectives described in the Agreement;

11.4.3 prompt written notification to Philips if Customer knows that earlier-provided information or materials are incorrect or have changed in such a way that any inaccuracy or change may impact Philips' delivery of the Professional Services in any way;

11.4.4 written information to Philips identifying all healthcare and other regulatory and quality requirements applicable to the Professional Services, and Customer will obtain all required approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Professional Services for Customer;

11.4.5 Philips personnel with adequate safety and other training and familiarize them with local procedures and rules of Customer;

11.4.6 written feedback promptly upon Philips' request; and

11.4.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 11.4 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.

Schedule 22-A
Service Level Agreement
4DMedical Applications (Rev 27)

1. Service Level Agreement

1.1 This is the Service Level Agreement describing the Maintenance and Technical Support Services provided as part of the Subscription Service. Philips reserves the right to change, update, or modify this Service Level Agreement from time to time upon publication to Customer. This Service Level Agreement ("SLA") is part of, and subject to the Agreement as defined in the 4DMedical Applications Product-specific Schedule.

2. Definitions, Terms and Abbreviations

1.2 The terms that start with an uppercase letter have the meaning assigned to them in this SLA. Terms that start with an uppercase letter and are used in this SLA, but are not defined therein, have the meaning assigned to them in the Agreement.

Customer Provided Infrastructure	The hardware and the virtual environment (VE) provided by Customer on which the Subscription Service runs, including On Premises Software.
External Downtime	Unplanned downtime not resulting from Philips or its licensor-controlled software or services (i.e., downtime caused by Customer or 3rd-party issue that is not directly part of Philips and its licensor's service).
Maintenance Window	The agreed periods during which Scheduled Downtime takes place to perform maintenance, Updates and Upgrades for the Subscription Service on the Production Environment.
Modification	A supplement, change or deletion in the Subscription Service.
On Premises Software	The software component of the Subscription Service provided by 4DMedical on behalf of Philips that will be installed on Customer-Provided Infrastructure.
Priority	The relative evaluation of a Ticket's priority with respect to other Tickets.
Production Environment	The cloud-based environment or on-premises environment, where all processing and storage for the Subscription Service takes place. This environment is dedicated to production use and does not include any test or acceptance systems.
Response Time	The time period between when a Ticket is submitted and when Philips, or its licensor, shares the first feedback on the Ticket's status and assigns Priority with Customer.
Scheduled Downtime	The time that the Subscription Service is unavailable due to scheduled maintenance.
Service Outage	Any event that renders the Subscription Service unavailable to Customer other than (i) Scheduled Downtime or (ii) External Downtime.
Subscription Service Guide	The instructions for use and/or technical documents regarding the Subscription Service.
Support Desk	The point of contact with Philips or it's licensor 4DMedical, for providing support on the Subscription Service to Customer (Customer Service Center)
Support System	The information system in which Customer support requests are registered.
Ticket	A support request submitted by Customer to the Support Desk in the Support System, including issues, requests, questions or other notifications regarding the Subscription Service.
Working Day/Hours	The Support Desk is available 8 AM to 6 PM CST; Monday through Friday, excluding holidays.
Workaround	A method indicated by Philips, or it's licensor, to avoid the consequences of an issue as far as possible, without the need for a new update to the Subscription Service, which enables Customers to use the Subscription Service uninterrupted as much as possible.

3. Service Overview

3.1 Below is a table summarizing the different services offered by Philips or its licensor, 4DMedical. What Customer is entitled to is indicated on the Quotation as agreed by Philips and Customer.

Service Overview (Table 1)

Section	Service
1	Installation/Configuration and Onboarding
2	Technical Support
3	Support Response times
4	Error Workaround and Resolution
5	Subscription Service Updates (during Maintenance Window)

3.2 Customer is responsible for providing, securing, and maintaining Customer Provided Infrastructure, including the required virtual machine (VM) hardware and associated infrastructure necessary for the Subscription Service deployment. This includes purchasing the virtual environment and ensuring all security aspects are properly maintained. Philips and its licensor, 4DMedical, are responsible for maintaining and supporting the On Premises Software installed on that environment.

4. Installation/Configuration and Onboarding

4.1 The installation of the Subscription Service will be performed by authorized 4DMedical personnel. The installation will be on a Customer Provided Infrastructure as specified by the Subscription Service Guide. Typical steps will include:

4.1.1 Deploy the On-Premise Software.
4.1.2 Configure Cloud Subscription Service.
4.1.3 On-Board Users.
4.1.4 Connectivity Configuration.
4.1.5 Verification of Data.
4.1.6 Verification of Data Send/Storage/Access.
4.1.7 Go Live.

5. Technical Support

5.1 Customer is responsible for Customer Provided Infrastructure and its Users. After completing appropriate internal checks, Customer's IT team may escalate unresolved issues to Philips.

5.2 The Subscription Service Guide will contain detailed specifications and requirements necessary for the virtual machine host and the Subscription Service. Customer will ensure that Customer Provided Infrastructure meets the requirements and specifications in the Subscription Service Guide.

5.3 Philips and its licensor 4DMedical are not responsible for External Downtime. Philips' licensor 4DMedical™ provides second- and third-line support on the Subscription Service for Service Outages. A Support Desk has been set up for this purpose. The Support Desk assists by providing advice or registering and resolving Tickets with respect to the Subscription Service.

5.4 Customers can contact the Support Desk through the Informatics Customer Service Portal, by phone, or by email. Support is available during Working Days/Hours.

5.5 When contacted, the Support Desk will create a case in the Philips ServiceNow (SNOW) system, capturing all relevant details to maintain a visible and traceable record. After performing initial validation, Philips will forward the case to its licensor 4DMedical for second- and third-line support. Any updates from 4DMedical will be communicated directly to Customer as well as recorded back into SNOW to ensure that progress remains visible to Customer.

6. Support Response Times

6.1 The applicable Response Times are described in the table below:

Support Response Times (Table 2)

Classification	Response
Severity 1*	Within 2 business hours
Severity 2*	Within 6 business hours
Severity 3	Within 5 business days

Severity Levels Classification Description	
Severity 1:	"**Critical Business Impact**" The impact of the deficiency reported in the Support Request is such that a User is unable either to use the Application or reasonably continue work using the Application.
Severity 2:	"**Significant Business Impact**" Important features of an application are not working properly, and there are no acceptable alternative solutions. While other areas of the Application may not be impacted, the deficiency reported in the Support Request has created a significant, negative impact on a User's productivity or service level.
Severity 3:	"**Some Business Impact/Minimal User Impact**" Important features of an application are unavailable, but an alternative solution is available, or non-essential features of the Application are unavailable with no alternative solution. The User impact, regardless of product usage, is minimal loss of operational functionality or implementation resources.

7. Error Workaround

7.1 The commitments for workaround of errors are as specified in Table 2, provided (i) Customer provides Philips or its licensor with remote access to the Subscription Service software and Customer Provided Infrastructure, unless otherwise agreed by Philips or its licensor, and (ii) Customer provides all reasonable assistance, including but not limited to Customer's information technology department assistance with error investigation and workaround, and ensuring the reasonable assistance of Customer's subcontractors or other 3rd party technology providers required for error investigation and Workaround.

Workaround Classification (Table 3)

Classification	Workaround
Severity 1	Within 24 hours of the Ticket creation
Severity 2	Within 48 hours of the Ticket creation
Severity 3	Not applicable

8. Subscription Service Updates (during Maintenance Window)

8.1 Philips' licensor 4DMedical™ carries out certain Updates of the Subscription Service during the Maintenance Window. Philips and its licensor are not responsible for any updates to Customer Provided Infrastructure and Third-Party Products and Services.