PHILIPS

Schedule 14
Additional Terms and Conditions for Technology Maximizer (Rev 27)

1. Services

If Philips Technology Maximizer ("Technology Maximizer" or "Tech Max") is purchased under this Agreement for a specific piece of Equipment identified by its serial number following installation ("Covered System"), and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) during the term of agreement for the Equipment as outlined below and according to the Technology Maximizer version listed on the Quotation. Technology Maximizer is available in the following versions, subject to modality and market variations:

1.1 Technology Maximizer Essential
- 1.1.1 Maintain Equipment at latest configuration as follows:
  - 1.1.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");
  - 1.1.1.2 Third party operating system (OS) updates;
  - 1.1.1.3 Any available safety and security updates which are included in a major release;
  - 1.1.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and
  - 1.1.1.5 Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.

1.2 Technology Maximizer Plus
- 1.2.1 Maintain Equipment at latest configuration as follows:
  - 1.2.1.1 All Technology Maximizer Essential deliverables listed above;
  - 1.2.1.2 Software upgrades to previously purchased Philips Licensed Software on the Equipment other than the Core System Software such as ancillary applications which accomplish specialized clinical functions on the Equipment;
  - 1.2.1.3 Application training for new or enhanced functionality included in upgrades to Licensed Software noted in 1.2.1.2; and
  - 1.2.1.4 Computer hardware replacement necessary to support software upgrade, as/if needed. This entitlement is limited to one replacement unless specifically included otherwise in the Quotation.

1.3 Technology Maximizer Pro
- 1.3.1 Selected access to future clinical innovation released during term of agreement as follows:
  - 1.3.1.1 All Technology Maximizer Plus deliverables listed above; and
  - 1.3.1.2 New features and/or applications within selected clinical area, as specified in the Quotation determined by Philips as eligible in the Technology Maximizer Pro program.
  - 1.3.1.3 Advanced training for new features and/or applications provided under 1.3.1.2.

1.4 Technology Maximizer Premium
- 1.4.1 Full access to future clinical innovation across selected clinical domains released during term of agreement as follows:
  - 1.4.1.1 All Technology Maximizer Pro deliverables listed above; and
  - 1.4.1.2 New future clinical features and/or applications across selected Philips clinical domain on the Equipment as specified in Quotation determined by Philips as eligible in the Technology Maximizer Premium program.

2. Terms and Conditions of Technology Maximizer

2.1 Technology Maximizer does not include basic Equipment preventive maintenance which is purchased separately.

2.2 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.

2.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable) for a warranty period of 90 days.

2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
- 2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;
- 2.4.2 supported by the Equipment hardware and configuration; and

2.4.3 intended for use in the “clinical domain” identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.5 Term of Technology Maximizer. If purchased with the sale of Equipment Technology Maximizer service coverage begins one day following the first year of the warranty period or as specified on Quotation. Technology Maximizer purchased after sale of Equipment shall begin on the Start Date listed on the Quotation.

2.6 Upgrade Delivery Process. Philips will notify Customer of an upgrade that is included in Customer’s Technology Maximizer entitlement. Customer must provide written notice (email acceptance is sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before it is delivered, then Customer is entitled to receive it within year following such expiration and must schedule the installation within this one-year period.

2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:

2.7.1 are available only for the designated Equipment specified on the Quotation;

2.7.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;

2.7.3 may not be sold, transferred, or assigned to any third party; and

2.7.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.

2.7.5 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.

2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all third-party software publishers’ upgrades is at the sole discretion of the software publisher and only to the extent made available to Philips. All such third-party software is subject to prior validation by Philips for use with the Equipment. Philips validation of third-party software includes without limitation screening for safety issues, processing delays, or image distortion. Any upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips’ discretion.

2.9 To receive Technology Maximizer upgrade(s) designated for remote deployment, Customer must ensure the enablement of Philips Remote Service for establishing remote connectivity between the Covered System and Philips.

2.10 To receive Technology Maximizer upgrades, the Covered System must be up to date with all preventative maintenance and operating within specifications. If the Covered System is not under a Philips maintenance agreement that includes regular preventative maintenance, and repairs are necessary to bring the Covered System within specifications, the Technology Maximizer upgrade will not cover the cost of such repairs.

2.11 **Termination.** If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within 30 days of such termination or default. No paid amount is eligible for refund.