Schedule 2
Ultrasound Systems Portfolio (UL) (Rev 27)

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)
	Point of Care (POC UL)

1. Payment Terms

1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:

1.1.1 100% of the purchase price shall be due 30 days from Philips' invoice date.

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

PHILIPS

Schedule 2-A
Collaboration Live or Reacts (Rev 27)

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following schedule will apply if Customer's purchase includes a license to Collaboration Live and/or the Reacts Platform ("Software Services").

1. Definitions

1.1 "Account" means a Reacts User Account. A Reacts User Account includes the Account Information.

1.2 "Account Information" means the personal information related to a specific User, the User Content, the Account settings, as well as the Usage Information residing on the Reacts Platform.

1.3 "Administrator" means a Philips support agent ("Philips Administrator") or a Customer Account holder ("Customer Administrator") that has been granted certain administrative permission(s), such as but not limited to the management of Accounts and Subscriptions.

1.4 "Subscription" means an access purchased by Customer to the Software Services.

1.5 "Usage Information" means the information associated with the Software Services.

1.6 "User" means an individual accessing any of the Software Services.

1.7 "User Content" means any data provided by the User or shared with the User contained in the User's Reacts Library or secure messaging including text, photos, videos, graphics, items, or other materials, all of which will be subject, as applicable, to the Philips Privacy Notice.

2. Customer Responsibilities

2.1 Customer is responsible for its own and each of its User's acts and omissions, including compliance with the End-User License Agreement (EULA) currently available online at https://reacts.com/legal/terms; use of the Software Services; and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information, including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.

2.2 Customer will obtain and retain all necessary consents, including from patients, before using or granting access to the Software Services for medical purposes and processing personal information for the purposes of providing the Software Services.

2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that the Software Services are not used by patients.

2.4 Customer will obtain the consent of its Users to grant Philips access to the Usage Information.

2.5 Customer will obtain and maintain all required authorizations and permit(s), and/or register with their local agencies, as necessary, to use the Software Services.

2.6 Customer will follow the Collaboration Live Pre-Implementation IT Checklist, which Philips will provide to Customer.

3. Access to the Software Services

3.1 Customer acknowledges that before using the Software Services, each of its User must agree to the EULA. Philips makes such terms available to be agreed upon by each User though a click-wrap process enabled at the time such User creates their account information.

3.2 Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that Personal Data may be processed by Philips and/or its affiliate(s) in Canada. Customer is responsible for its own and its Users' compliance with any local laws, including those laws that permit the processing of Personal Data in Canada.

3.3 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.

3.4 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips' primary support contacts. Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of Customer to administrate the Services.

3.5 Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures or other reasons that are beyond Philips' control. Accordingly, Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. Therefore, the primary on-site patient care provider performing the ultrasound procedure must be sufficiently qualified independent of the Software Services to perform an ordered patient procedure.

3.6 Philips may modify the Software Services or any portion thereof. Customer agrees that Philips shall not be liable to Customer or any other party if Philips modifies the Software Services.

3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of Customer and/or any User's access to the Software Services and/or termination of applicable Subscriptions. Philips, in its reasonable discretion, will determine what constitutes abusive or excessive usage of its Software Services.

3.8 The access to the Software Services starts when the Subscriptions are created, not when they are assigned.

3.9 The ability to access the Software Services may require payment of third-party fees, such as telephone toll charges, mobile carrier fees, ISP, data plan, etc. Philips and its affiliates have no connection to or responsibility for such fees.

4. Retention of the Account Information and User Content

4.1 Philips will retain and grant Customer or other persons access to Account Information and User Content only to fulfil its obligations under the Quotation or as required or permitted by applicable laws. Once deleted by Philips, Customer, or the Users, Account Information and User Content cannot be restored.

Schedule 2-B
Lumify (Rev 27)

1. Lumify

1.1 The following additional terms apply to purchases of Lumify Ultrasound Solutions or Bundles:

1.1.1 Compatible Smart Devices. A compatible smart device and other components as specified in the Product Documentation or Lumify website ("Compatible Smart Device") is required. Philips does not provide maintenance or repair services, anti-virus software or support, or security software for Compatible Smart Devices. If Customer selected Lumify: Outright Purchase, Customer will purchase a Compatible Smart Device at its own expense and install the Lumify software app from the applicable app store ("Lumify App"). If Customer selected Lumify System Bundle, Philips will provide a Compatible Smart Device with the Lumify App pre-installed, and the following terms apply:

1.1.1.1 Customer authorizes Philips to (i) perform basic setup, (ii) install the Lumify App, and (iii) accept on Customer's behalf the applicable end user license agreement, which can be found at http://www.samsung.com/us/common/software_eula.html for Samsung devices or upon request for other devices.

1.1.1.2 Customer agrees to the limited replacement-only warranty coverage for the Compatible Smart Device as identified in the warranty agreement. After the warranty period, Philips shall not be responsible for the performance or functionality of the Lumify App following Customer installation of OEM operating system patches, updates, or upgrades to the Compatible Smart Device.

1.1.2 License. The Lumify App license is limited to use with the Lumify transducer on one or more Compatible Smart Devices and is available via the Google Play Store and the Apple App Store.

1.1.3 Internet connectivity is required to download, register, configure, and update the Lumify App.

1.1.4 Customer agrees to the collection and use of system log information related to the Lumify Ultrasound Solution. See the Privacy Notice for more details.

Schedule 2-C
Xtend Coverage (Rev 27)

1. Xtend Coverage

1.1 Services Provided. Xtend Coverage ("Coverage") includes the following services for the systems listed in the Quotation ("Covered Systems") during the term specified therein, which is non-cancellable:

1.1.1 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips will provide for the repair of material defects caused by normal use of Covered Systems as recommended by Philips, including necessary replacement parts and labor, required for the Covered System to operate in substantial accordance Philips' specifications. Replacement parts may be refurbished and will meet the same standards and include the same warranty as new parts as non-refurbished components. Parts removed for replacement become the property of Philips. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.

1.1.2 Planned Maintenance. Philips will provide for planned maintenance during the Service Coverage Hours (as defined in the Quotation) in accordance with Philips' schedule for each Covered System. Systems shall be promptly made available, or Philips may, upon 90 days' notice and opportunity to make available such Covered System, delete such Covered System from the list of Covered Systems in the Quotation.

1.1.3 If Philips Technology Maximizer Essential service is purchased under the Quotation as part of Xtend coverage and the requirements of the Quotation are satisfied, then Philips will upgrade the Covered System as is outlined in Technology Maximizer Essential Service section.

1.2 Exclusions. Unless specifically included in the Quotation, the Coverage does not include: (i) servicing a Covered System contaminated with blood or potentially infectious substances; (ii) service necessary due to a design, specification, or instruction provided by Customer or Customer representative; (iii) damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor, or storage in an area not recommended in the applicable documentation; (iv) removal or relocation of a Covered System; (v) rigging or structural alteration; (vi) consumable items and supplies; (vii) factory reconditioning, rebuilds, or overhauls; (viii) disposing hazardous, infectious, or biomedical waste or materials; or (ix) service to a Covered System under a service agreement with another vendor.

1.3 Customer Responsibilities. During the term of the Coverage, Customer will: (i) clean, sanitize, and decontaminate the Covered System and its location or applicable part(s) prior to service; (ii) dispose of hazardous or biological waste; (iii) maintain operating environment within Philips' specifications; (iv) use Covered Systems in accordance with the published manufacturer's operating instructions; (v) if applicable, attend a start-up meeting at Customer's facility; (vi) provide a secure dedicated space within Customer's applicable facilities for Philips' service staff; (vii) provide Philips with readily available broadband internet or Wi-Fi access to Covered Systems throughout the term of services; (viii) maintain all software licenses applicable to each Covered System; and (ix) for Philips' use in remote servicing of Covered Systems, provide Philips a secure location, and access to such location, for hardware and Philips proprietary service manuals (which remains Philips' property and will be provided during the term solely for Philips service technicians' use) to connect Covered Systems to Philips Remote Service Network (RSN). If the Covered System cannot be connected to the RSN and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.

1.4 System Availability. If Customer schedules service and a Covered System is not available at the agreed-upon time, then Philips may cancel the service or charge Customer at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to a Covered System.

1.5 Coverage. To the extent a repair issue cannot be remedied remotely, Philips will provide services on-site during the hours listed in the Quotation, excluding Philips-recognized holidays, unless otherwise set forth in the Quotation ("Service Coverage"). Service outside of the Service Coverage or not included in the Coverage will be provided subject to availability and at Philips' then-current preferred rates for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

1.6 Documentation. Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.

Schedule 2-D
Technology Maximizer Service Package (Rev 27)

1. Technology Maximizer Service Package

1.1 If Philips Technology Maximizer (alternately referred to as Tech Max) is purchased for specific Product(s) listed on the Quotation, and as identified by serial number following installation ("Covered System(s)"), and the requirements of the Quotation are satisfied, then Philips will make available upgrade(s) for the Covered Systems during the Term as outlined below and according to the selected Technology Maximizer version ("Technology Maximizer") listed on the Quotation. Technology Maximizer is available in the following versions, subject to availability, modality, and market variations:

1.1.1 Technology Maximizer Essential

1.1.1.1 Philips will maintain the Equipment operating system at Philips' current standard as follows:

1.1.1.1.1 Upgrade core system software release level;

1.1.1.1.2 Operating system upgrades;

1.1.1.1.3 Security update included with core system software release, approved and communicated by Philips; and

1.1.1.1.4 Training for new or enhanced functionality as part of core system software upgrade would be included to the extent materially impacting operational workflow, at Philips sole discretion. If deemed applicable by Philips, clinical training will be available and implemented through training material guides, e-learnings, virtual or on-site as determined by Philips.

1.1.1.2 Computer hardware replacement to support software upgrades is not included unless specifically included in the Quotation.

1.1.2 Technology Maximizer Plus

1.1.2.1 Philips will maintain the Equipment at Philips' current standard as follows:

1.1.2.1.1 Technology Maximizer Essential deliverables;

1.1.2.1.2 Software upgrades to licensed software, if applicable. Excludes clinical applications not currently licensed to the Equipment; and

1.1.2.1.3 Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation. The Hardware will be delivered to Customer, if and when the software upgrade needs the enhanced hardware for it to function.

1.1.3 The Services described in Sections 1.1.1 and 1.1.2 herein are collectively known as "Upgrade(s)."

1.2 All orders for Technology Maximizer are non-cancellable. Under any version of Technology Maximizer, Philips will upgrade the Equipment (software and hardware) as follows:

1.2.1 Upgrades are limited to no more than one upgrade in a 24-month period, if any, when made commercially available.

1.2.2 Philips makes no representations as to the quantity of operating system upgrades or enhancements that shall be made available to Customer by Philips during the term of this Agreement. The release of all third-party operating system Upgrades is at the sole discretion of the software publisher and, to the extent made available to Philips, are subject to prior validation by Philips prior to Philips' approval for use with the Equipment. Philips is not obligated to release operating system Upgrades to the extent Philips determines such a version would cause material issues with the Equipment, at Philips' discretion. This includes without limitation: safety issues, processing delays, or image distortion. Any Upgrades to the core system software are subject to regulatory clearance and commercial availability, solely at Philips' discretion, during the term of the Agreement.

1.2.3 All Philips software upgrades are subject to the usage and license limitations set forth in Philips' Conditions of Sale applicable to the Equipment as well as the terms provided by the software publisher with respect to any third-party software upgrades.

1.2.4 Philips will notify Customer when an Upgrade is included in Customer's Technology Maximizer entitlement. Customer must provide acknowledgement (email or verbal confirmation is sufficient) of intent to receive the Upgrade within the Term of the Technology Maximizer Agreement. If Customer does not provide confirmation 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 confirmation to receive the Upgrade, but before it is delivered, then Customer

is entitled to receive it within year of following such expiration and must schedule the installation within this one-year period.

1.2.5 Software Warranty. All Licensed Software upgrades issued under the Quotation are subject to the warranty terms and conditions agreed to at purchase of the Product or Licensed Software sale (as applicable) for a warranty period of 90 days.

1.3 Upgrades provided under Technology Maximizer:

1.3.1 Are available only for the Equipment at the Site;

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

1.3.3 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 or as communicated by Philips.

1.4 Upgrade Limitations. Upgrades provided under Tech Max may not be sold, transferred, or assigned to any other Product or third party. Parts removed for an upgrade become Philips' property.

1.5 Prepaid amounts are not under any circumstances carried forward as credit or eligible for refund including, without limitation, in case of unavailability of Upgrades.

1.6 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 Equipment and Philips.

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

1.8 If the Agreement is terminated by Philips prior to the expiration of the Term due to Customer default after any Technology Maximizer Upgrades have been provided by Philips, then Customer shall pay Philips the list price of the Upgrades provided by Philips, then Customer shall pay Philips the list price of the Upgrades provided during the Term within 30 days of such termination by Philips.

1.9 Clinical Education Training

1.9.1 Training Coverage. Philips will provide the clinical education and product applications training ("Training") that Customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").

1.9.2 Exclusions. Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.

1.9.3 Scheduling. Training must be scheduled at least eight weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least two weeks prior to scheduled delivery.

1.9.4 Attendance. Philips will train the number of Customer employees (Trainee(s)) for the course specified in the Quotation, when space is available. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips' safety checklist prior to receiving Training.

1.9.5 Course Location. Training may be conducted at Philips' training facilities, Customer location(s) described in the Quotation ("Site(s)"), through on-line or remote training, or at a third-party location determined by Philips.

1.9.6 Payment Options

1.9.6.1 Flexible Spending Accounts. If Customer purchased Flexible Spending Account option, the initial account balance is specified in the Quotation. The account balance is reduced by the list price for the specified course per attendee. When the balance is depleted, Customer may add funds to their account. If the account balance is negative, then Customer shall promptly pay Philips the balance due. Account balances will not carry over from year to year. Any remaining account balance at the end of the year will not be refunded.

1.9.6.2 Direct Course Purchase. Customer may purchase individual courses at then-current prices.

1.9.6.3 Travel. Philips' travel expenses for all Training delivered at the Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are Customer's responsibility.

1.9.7 Warranty Disclaimer. PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.