Schedule 21
Advanced Visualization Workspace (Rev 27)

Product Category	Products
Enterprise Informatics (EI)	Philips Advanced Visualization Workspace (aka IntelliSpace Portal (ISP))

This Product-specific 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 21: 1.4 and 1.6 (Quotation, Order and Payment), 2 (Lease and Trade-In), and 3.2 and 3.3 (Shipment and Installation).

1. Definitions

Notwithstanding anything contrary in the Conditions of Sale, the following license terms and restrictions shall apply and govern in the event of conflict with terms expressly set forth in the Conditions of Sale:

1.1 "Client Device" shall mean a computer, workstation, terminal, or other electronic device used to access the Product.

1.2 "License Commencement Date" shall mean the date that Philips makes the EI Software and Services Solutions available to Customer for first use consistent with the usage rights and restrictions under the terms of this Agreement and upon completion of the installation of any server(s) provided by Customer as part of the Customer Provided Hardware or purchased through Philips and related network infrastructure.

1.3 "Acceptance" of all EI Software and Services Solutions shall occur upon the License Commencement Date. Customer shall promptly sign the Philips' Customer Acceptance Form, at such time. All fees for licenses commence at the same time and, in the event of multiple sites, all licenses and fees start upon the License Commencement Date for the first site, unless otherwise provided on a Quotation. If Customer does not sign the Philips' Customer Acceptance Form within five days of the completion of testing and implementation, Customer shall then be deemed to have accepted the EI Software and Services Solutions as of the end of the acceptance testing period. In any event, Customer shall be deemed to have accepted the EI Software and Services Solutions upon use thereof.

1.4 "Quotation" shall mean the Philips quote affixed to this Schedule signed by Customer for the Philips EI Software and Services Solutions. Each Quotation shall list all the fees and any license limitations applicable to Customers purchase of licenses, maintenance and support, professional services, including all installation, migration, interfacing tasks set forth on a Statement of Work. All Licenses fees, maintenance fees, subscriptions fees and professional services fees, as applicable, shall be payable per the payment terms in the Quotation.

1.5 "Statement of Work" shall mean the Philips statement of work signed by Customer and Philips at time Customer places its order to purchase EI Software and Services Solution. A statement of work shall be required for all EI Software and Services Solutions, and such document shall address in general terms all interfacing and professional services delivery project scope requirements, at minimum.

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

1.7 "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 Philips customers that are under a service maintenance agreement or subscription term, subject to any limitations set forth in the applicable Quotations 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.

2. License Term and Limitations

2.1 Capital Model entitles Customer to a perpetual license to an EI Software and Services Solution, subject to the license provisions in the Conditions of Sale and any usage limitations set forth on the Quotation, as well this Schedule.

2.2 Term License Model with Separate Maintenance and Support Purchase Option. Under this sale model, each EI Software and Services Solution license shall commence upon the License Commencement Date (as defined in Section 1.2 above) and continue for the license period set forth on the Quotation ("Term License"). Philips shall provide the maintenance and support services set forth in Schedule 21-A and any applicable Supplemental schedules affixed to this Schedule for a period of 90 days. Customer's purchase of maintenance and support services post warranty of the Term License are optional and not required. Therefore, Philips shall have no obligation to perform maintenance and support on the Term License software, for any period post warranty that Customer has elected not to purchase maintenance and support agreement coverage. The license to an EI Software Solution shall expire upon the final anniversary date of the License Commencement Date based on the number of years in the Term License, unless Customer renews the license term prior thereto. In the event Customer elects to purchase maintenance and support services for a post warranty period, such maintenance and support services shall be provided under the terms of this Conditions of Sale, including Schedule 21-A, as applicable; provided that, Customer issues a purchase order with a separate line item listing the post warranty maintenance and support purchase per the Philips post warranty service Quotation.

2.3 Solution Subscription Option. Under the solution subscription service model, commencing upon the License Commencement Date, Customer receives an annual subscription license for the number of years set forth on the Quotation ("Subscription License Term"), and the maintenance and support set forth in Schedule 21-A and any supplemental schedules, as applicable, affixed to this Schedule for the entire Subscription License Term for one annual fee ("EI Software and Services Solutions Subscription Option"). Thereafter, the then current EI Software and Services Solutions Subscription Term shall expire on the end of the last anniversary date of the Subscription License Term, unless Customer renews the subscription term prior thereto.

2.4 Solution Subscription (Under Section 2.3 above) with Auto-Renewal Option: This option is required for certain software that is used as part of care diagnosis and cannot be shut off without patient care workflow impact. Under the solution subscription service model with automatic renewal ("Solution Subscription with Auto-Renewal Option"), commencing upon the License Commencement Date, Customer receives an annual subscription license for the number of years set forth on the Quotation ("Subscription License Term"), and the maintenance and support set forth in Schedule 21-A and any supplemental schedules, as applicable, affixed to this Schedule for the entire Subscription License Term, subject to payment of one annual fee. Thereafter, the then current Subscription License Term shall automatically renew for subsequent one-year periods ("Subsequent Subscription License Term(s)") (i) unless a Party has given the other Party written notice of termination at least 60 days prior to the end of the Subscription License Term or any applicable Subsequent Subscription License Term or (ii) unless earlier terminated by either Party for the other party's uncured material breach of this Agreement. Philips reserves the right to adjust the annual fee for any Subsequent Subscription License Term to the current pricing in effect at the time of renewal. Philips shall give 90 days' notice prior to the end of (i) the Subscription License Term or any (ii) Subsequent Subscription License Term before implementing any adjustment to pricing.

2.4.1 "Flex Premium" under a Solution Subscription with Auto-Renewal Option: Under the Flex Premium coverage option, Customer has the right to terminate the Solution Subscription with Auto-Renewal Option by providing Philips with a written notice of termination 60 days prior to the end of each contractual license year during the Subscription License Term. Customer will not be eligible for any refund of fees already paid. Flex Premium cannot be used for the first year of the Subscription License Term.

2.4.2 Subject to the Maximum Permissible Subscription Decrease below, the Solution Subscription with Auto-Renewal Option also permits Customer to decrease the number of users and/or optional software features during Subscription License Term or any Subsequent Subscription License Term with 60 days' written notice to Philips prior to the end of each contractual license year, provided that, such notice shall not be effective until the next subscription license annual year. Therefore, Customer will not be eligible for any refund of fees for the annual period of the Subscription License Term or Subsequent Subscription License Term in effect at the time of such written notice. All modifications will go into effect upon the expiration of such annual period that written notice was delivered. In all cases and notwithstanding any contrary under this Subsection 2.4.2, Customer will not be eligible for any decrease that results in a reduction of 50% or more of (i) the current annual fee applicable at the time written notice was delivered by Customer or (ii) the annual fee payable for the first year, whichever is higher (collectively, (i)-(ii) are the "Maximum Permissible Subscription Decrease").

2.4.3 The Solution Subscription with Auto-Renewal Option also permits Customer to increase the number of users and/or optional software features during Subscription License Term or any Subsequent Subscription License Term at any time after prior notification to Philips, with immediate effect. The annual fee shall be adjusted

accordingly and an applicable invoice for such increase shall be issued by Philips and promptly paid by Customer.

2.5 Products Warranties for all sales models 2.1-2.4. The warranties set forth in Section 4 in the Conditions of Sale shall apply to sales of the EI Software and Services Solutions purchased under Sections 2.1-2.4 of this Schedule. Warranty exclusions set forth in Section 4.7 of the Conditions of Sale also apply to Support Services hereunder. The conditions that resulted in the exclusion of Product warranty coverage, set forth in Section 4.7, shall also apply to any service provided during an in-warranty or post-warranty coverage period.

2.6 All licenses are subject to a limited number of sites (by physical address), users, connections and study or exam volume set forth in the Quotation. In all cases a "Site" shall mean a unique physical street address for imaging equipment that has usage information sent to or pulled by the EI Software and Services Solutions Licensed Software and "Users" shall mean the number of named users that are employees or contract temporary employees by the Customer legal entity expressly set forth on the Quotation and/or Statement of Work. In no event shall GE, Siemens, or another medical device manufacturer, distributor, or independent service organization use or have access to EI Software and Services Solutions. Customer shall have the right to replace a User with a different named User at no additional charge; provided that, the User being replaced is permanently no longer using the EI Software and Services Solutions Licensed Software to benefit Customer.

2.7 Prior to the assignment of any licenses, including an assignment pursuant to a purchase of substantially all of Customer's assets, organic growth or expansion plans, Customer will provide Philips with written notice along with reasonable data to determine how such events will impact the licensing limitations applicable to each License. These events may require Customer to purchase additional Licenses to address a change in the number of Users, Sites, connections and Annual Exam Volume prior to the use of EI Software and Services Solutions Licensed Software for such events.

2.8 Subject to fulfillment of any payment obligations by Customer arising from the use of the EI Software and Services Solutions Licensed Software, Philips grants Customer the applicable license under the model quoted. All EI Software and Services Solutions licenses are non-exclusive, non-transferable, and subject to compliance with the usage, rights, and restrictions set forth herein and solution description on the Quotation.

2.9 Termination. Customer may terminate this Agreement upon 60 days written notice to Philips specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such 60 days' notice period. Philips may terminate this Agreement, if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within 30 days of a written notice; as described in Section 3.1 (Billing).

2.10 Termination Fees. The sales models offered by Philips under Sections 2.1-2.4 are non-cancellable for their full term set forth in the Quotation ("Term"), except as otherwise provided in this Schedule for Flex Premium license purchases. Each Quotation will commence on its respective effective date and thereafter will remain in effect for the entire Term stated therein. Accordingly, in the event Customer provides written termination notice other than for Philips' uncured material breach, or if Customer is in material breach of its obligations arising therefrom and Philips terminates the Agreement for such models, Customer shall promptly pay Philips all charges for the EI Software and Services Solutions provided through the date of termination plus a "Termination Charge" equal to the fees that Philips would have been entitled to receive for the balance of the Term for such licenses, maintenance and support purchased, and/or subscription period. The parties agree that all fees were negotiated based upon Customer's commitment to the full Term. Philips' damages in the event that the Term is terminated early would be difficult or impossible to ascertain. The Termination Charge is intended, therefore, to establish liquidated damages in the event of termination and is not intended as a penalty.

3. Billing based on Customer Delays, Offset, and Pricing

3.1 Billing. All installations of software purchased under this Schedule shall commence upon mutual agreeable schedule set forth in the Statement of Work, Quotation, or project plan ("Installation Commencement Period"). Philips shall have the right to commence billing on the earlier of (i) License Commencement Date or (ii) expiration of the Installation Commencement Period, the later only to the extent installation of software and services provided hereunder has not started because of Customer delays. License Commencement date includes Philips provided hardware. Customer shall pay such invoices per the payment terms set forth in the Quotation or within 30 days of Philips' invoice date. Customer shall pay the fees for the automatic renewals of the Subscription Term on a monthly, quarterly, or annual basis in accordance with the terms set forth in the Quotation.

3.2 Offset. Payment obligations for the fee set forth on a Quotation for each EI Software and Services Solutions are independent fee obligations not subject to offset.

3.3 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 Acceptance.

3.4 Within 90 days of the anniversary of each contract year, Philips may perform a comprehensive review of the billing terms and conditions of the Agreement, including commitment analysis, Fee per Study rates, Subscription fees, training entitlements, and sorting logic. If Philips determines that there is any deficiency in the amounts paid to Philips by Customer, then Philips will (i) notify Customer of such deficiency and (ii) invoice Customer for such deficiency. Customer shall pay such applicable amount to Philips within 30 days from the date of Philips' invoice until the agreement amount and all applicable taxes and interest are paid in full.

4. Philips Ownership in the EI Software and Services Solutions

4.1 The Licenses granted under this Schedule for all EI Software and Services Solutions offered under Sections 2.1-2.4 of this Schedule shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software. Except for the licenses set forth in this Schedule for the term (under options offered per subsections 2.1-2.4), Philips retains all rights, title, and interest to all intellectual property in or arising from the Licensed Software.

5. Statement of Work

5.1 A Statement of Work, if required as defined in the product schedules, must be signed in writing by both parties and submitted with Customer's purchase order. Philips may reject orders in the absence of the Statement of Work.

5.2 Professional services in connection with certain software installations for Philips Advanced Visualization Workspace may be performed, at Philips' sole discretion, pursuant to a Statement of Work as set forth in subsection 5.1 of this Schedule or a project plan to be executed by the parties prior to commencement of the project. Customer acknowledges and agrees that, to the extent applicable to installation/implementation of the Products, the number of professional service hours stated in the quotation is an estimate only and that if additional hours are required by Philips for the project, such additional hours will be quoted and invoiced by Philips to Customer as defined in the project plan/Statement of Work. Any deviation from the project plan, or the Statement of Work, or any change thereto requested by Customer during the project may result in additional costs and expenses for Philips, which Philips may invoice accordingly.

6. Server Hardware

6.1 Customer Provided IT Infrastructure. Customer shall be responsible to procure all hardware (including server, storage, and client devices) and network bandwidth as set forth in the Statement of Work, the Quotation, or project plan as set forth in Subsection 6.2 herein ("Customer Provided Hardware & IT Infrastructure"). All Customer provided hardware must meet Philips certified hardware specification requirements. Such requirements shall be listed on a Quotation or provided in the Statement of Work. The cost of any new hardware or hardware change to use the EI Software and Services Solutions, including any updates or upgrades provided by Philips under Section 2.1 - 2.4, shall be Customer's obligation and not included in a purchase of EI Software and Services Solution.

6.2 Philips Pass Through Resale IT Infrastructure. In limited cases, Philips may offer a hardware pass through resale service for servers that can be used with EI Software and Services Solutions; however, this is offered purely for one purchase order fulfillment convenient purposes and Customer shall remain responsible to work directly with the vendor for such hardware directly for any break/fix non software issues and purchase any maintenance and support directly with such vendor.

6.3 Philips Provided IT Infrastructure. Customer may elect to purchase hardware from Philips with an option to purchase maintenance and support with Philips for any break/fix issues as described in Schedule 21-A.

7. Customer Managed IT Support Structure

7.1 Customer's Client Device Types. EI Software and Services Solutions may solely be used with client device types and minimum configuration specifications set forth on the Quotation, Statement of Work or Project Implementation Plan. In all cases, EI Software and Services Solutions are not designed nor recommended for mobile device use. Philips shall not be responsible for issues arising therefrom.

7.2 PACS Interfaces. For those Customer's purchasing interface services listed in the statement of work, for which Philips would have to create new interface code to work with third party vendor software, Customer shall ensure that such third parties have completed such interface work for their software by the interface testing date set forth in the project plan. Any delays in meeting such date are the sole responsibility of Customer. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces, except for amounts representing the cost for work performed by Philips

prior to such termination which Philips shall be entitled to retain. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract, when Customer's third-party vendor is available to perform interface testing at such time.

7.3 Data Archiving. Customer is required to have an archive for all EI Software and Services Solutions that are used as diagnostic tools to provide patient care. Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter) necessary to manage storage and allow the system to access the storage. Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether Philips provides the storage as a one-off third-party item at Customer's request.

7.4 Storage Sizing. To the extent not otherwise stated in the Quotation, Philips shall have no obligation or responsibility in connection with providing or managing storage. Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for EI Software and Services Solutions, whether through procurement from Philips as a third-party item or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage archive device is best suited to meet its needs as long as it meets the requirements published by Philips. As part of its decision-making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by:

7.4.1 changes in the types and amount of modality equipment used.

7.4.2 technician discretion in file size creation, and

7.4.3 clinical protocols within a department. Customer is solely responsible for system administration for the Software Solutions, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change.

7.5 Frequent Data Backup/Disaster Recovery Responsibility. Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or backing up the data and images processed by the EI Software and Services Solutions. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database on Philips EI Software and Services Solutions, or an archive, on a daily basis at minimum. Philips also not responsible for backing up the data and images processed by the system. Customer may request Philips' assistance in designing a disaster recovery plan, but Philips accepts no liability whatsoever for the resulting plan or the results of Customer's utilization of such plan. Customer is responsible for providing a storage solution or storage backup device and for performing frequent backups of any data, patient information or images residing on the repository database, on Philips' products, or an archive. Such back-ups shall occur on a daily basis at minimum; however, more frequent back-ups are appropriate depending upon the application; provided that, it is Customer sole liability and responsibility to determine such frequency more often than on a daily basis. Except to the extent that Customer purchases some or all of the storage solution from Philips, as provided for in Section 7.4 (Storage Sizing), Philips does not provide the storage archive or Client Devices to be used with this Product. These are Customer provided and not included in this purchase.

7.6 Unauthorized Patches and Anti-Virus Updates. Customer's installation or use of

7.6.1 operating system patches, updates or upgrades;

7.6.2 anti-virus updates (except to the DAT files i.e., virus definitions); or,

7.6.3 upgrades to anti-virus search engines without prior validation testing and approval by Philips ("Unauthorized Updates") may adversely affect the functionality and performance of the EI Software and Services Solutions. Philips shall have no obligation to validate any other third-party operating system or anti-virus software. If Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require Customer to roll back to the most recent operating system. Management of third-party anti-virus software to protect Customer's network infrastructure, Client Devices, the Server, and the EI Software application is the sole responsibility of Customer under this Agreement. Accordingly, anti-virus issue resolution is Customer's responsibility and expense.

7.7 Systems Administration Requirement. Customer, at all times, shall have a designated systems administrator that has completed systems administration training for the version of the EI Software and Services Solutions running at Customer's site. Systems administration training is set forth in the Quotation.

8. Data Usage

8.1 Philips may use de-identified information to improve the EI Software and Services Solutions, including serviceability thereto, as well as the Philips products to which such de-identified data arose. In all cases, such improvements are made available for purchase to all EI Software and Services Solutions customers. Philips shall defend, indemnify, and hold Customer harmless from any breach of its obligations under this Agreement with respect to permitted use of de-identified data for benchmarking purposes, marketing, advertising, or improving the serviceability of the EI Software and Services Solutions.

9. Customer Room Preparation Responsibilities

9.1 In addition to the requirements set out in Section 3 of the Conditions of Sale, Customer shall be responsible for the following site preparation and installation activities:

9.1.1 Customer shall be responsible for all activities and costs necessary to prepare the facility for installation of the EI Software and Services Solutions by Philips. Customer's obligations include, but are not limited to, running all cable in procedure room and network cable to workstations prior to installation.

9.1.2 Prior to acceptance of the Quotation, Customer shall obtain from the applicable Philips implementation team any other additional Customer installation preparation requirements in connection with the implementation resulting from unique attributes of Customer's environment and the size of the implementation.

10. Extended Warranty

10.1 The extended warranty option ensures that the EI Software and Services Solutions system is covered for support from the local service organization perspective, including L0/L1 and L2 levels of coverage (Call Center Support including ticket logging and technical support for general inquiries and troubleshooting). Additionally, it includes preventive maintenances (PM) scheduled along modality PM as defined by Philips standards. Only field change orders that do not require additional hardware or equipment modifications will be performed as part of the normal extended warranty service during the term of the extended warranty.

10.2 This extended warranty option can only be purchased by Customer for the term as identified on the Quotation, a maximum of two times in succession AND if the following conditions are all met:

10.2.1 EI Software and Services Solutions have been acquired as a Capital Model and in combination with a Diagnostic and Interventional Imaging system (e.g. MR or CT system) from Philips,

10.2.2 Extended warranty starts directly after expiry of the applicable Product Warranty,

10.2.3 EI Software and Services Solutions product version used by Customer has not been discontinued due to Philips' lifecycle management of its Products.

Schedule 21-A
Annual Maintenance and Support for Advanced Visualization Workspace (Rev 27)

1. **Telephone and Remote Support**
   - 1.1 Telephone Support. Telephone and Remote Support coverage is included with all software maintenance agreements. Technical and Clinical Telephone and Remote Support coverage services will be provided during standard coverage hours, Monday through Friday, 8:00 AM to 5:00 p.m. local time, excluding Philips recognized holidays. Any other service times must be agreed separately in writing and will be invoiced by Philips.
   - 1.2 Remote Access & Diagnostics. Philips may remotely access the EI Software and Services Solutions at Customer site. Customer shall provide Philips remote access to the EI Software and Services Solution.
   - 1.3 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.
   - 1.4 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the system(s) covered under this Agreement.
   - 1.5 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; provided that, Philips shall have in its sole discretion (i) what materials are made available in such tool and (ii) the ability to make changes to content materials in such tool at any time without notice.
2. **Interface Support**
   - 2.1 Philips supports DICOM and HL7 communication to and from the EI Software and Services Solutions as per Philip's standard specifications as published per message type. In the case of new software versions provided hereunder, Philips shall provide the following:
     - 2.1.1 If the EI Software and Services Solutions, interoperability mapping engine, or 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.
     - 2.1.2 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 EI Software and Services Solutions 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 EI Software and Services Solutions to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and Customer. Philips is not responsible for issues arising from third party modifications to their software or interfaces that result in errors fielding inquires or sending data to EI Software and Services Solutions.
3. **Software Versions and Updates**
   - 3.1 If a new software version or update is available for the EI Software and Services Solutions, and the requirements of the Agreement are satisfied, then Philips will upgrade the EI Software and Services Solutions application software during the term of the Agreement as follows:
     - 3.1.1 Philips will provide Updates and Upgrades (as defined in Schedule 21) of software for the licensed EI Software and Services Solutions applications originally purchased by Customer. 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 (unless specifically specified in the Quotation). Such Updates and Upgrades do not include hardware updates or replacement.
     - 3.1.2 Functionality. Customer is entitled to Updates and Upgrades for the EI Software and Services Solutions applications Philips makes generally commercially available to customers having maintenance and support on the same EI Software and Services Solutions application with the same software version and purchased options, original purchased by Customer.
     - 3.1.3 Hardware updates and replacement. Software versions, updates and 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.

3.1.4 Customer acknowledges that 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 to each of the Updates and Upgrades.

3.2 To receive an Update or Upgrade:

3.2.1 New Order for professional services and hardware, if purchasing from Philips, and a statement of work;

3.2.2 Customer must be in compliance with all terms and conditions of this Schedule and the Agreement including the availability of PRSDC capability and access to the EI Software and Services Solutions by Philips personnel;

3.2.3 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Schedule 21-A; and,

3.2.4 The EI Software and Services Solutions that will receive Upgrade or Update must meet the specifications of the Update or Upgrade. Customer shall provide the EI Software and Services Solutions hardware or software necessary to meet such specifications.

3.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include: applications that were not purchased with the EI Software and Services Solutions, including any third-party software, such as virus protection software, third party custom interface software, operating system software for client device or server hardware.

3.4 Philips manages and maintains the lifecycle of its products and old versions of the EI Software and Services Solutions are discontinued from time to time. During the term of this Agreement, Customer shall maintain the EI Software and Services Solution at a currently supported version (or one before that) to receive Service or Upgrades under this Exhibit. In the event that Customer refuses to an Update or an Upgrade, Philips may terminate the Service Agreement (or part thereof) since it is unable to support discontinued versions of the EI Software and Services Solutions.

4. Customer Success Management Services

4.1 During the term of the Agreement Philips will assign a resource familiar with the Customer account, key stakeholders, and contract coverage to provide the following:

4.1.1 If applicable, Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all EI Software and Services Solutions service issues resolved during the previous period and review any open or unresolved issues.

4.1.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

4.1.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability and other dependencies for the deployment of new software upgrade.

5. Annual Review

5.1 If applicable, Philips and Customer will annually review the EI Software and Services Solutions covered by the Agreement to match quantities of equipment, connections, site or annual exam volumes being used by Customer and to adjust price if actual usage exceeds any licenses purchased.

6. Customer Requirements

6.1 Network Requirements.

6.1.1 The network requirements are specified in the technical data sheet affixed to the Quotation.

6.2 Network Access. Customer shall provide Philips with 24x7 direct VPN remote network access to the Customer Provided Hardware to enable Philips to monitor, maintain, upgrade and support the EI Software and Services Solutions. 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 either a Philips manage firewall/VPN device or a Customer managed VPN device for secure access to Customer Provided Hardware. The Customer shall allow the Customer Provided Hardware to send alert messages over the VPN to Philips for proactive monitoring. The 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. This is not necessary if using a Philips supplied firewall/VPN device.

6.3 Customer shall allow outgoing e-mail from the Customer Provided Hardware to access Philips SMTP e-mail service. Email access is required in order for Philips to monitor, maintain, upgrade and support the EI Software and Services Solutions which Customer must use Philips' secure managed SMTP relay in order to avoid any possible transmittal of unencrypted sensitive data or PHI. Upon reasonable advance notice, Customer shall provide Philips personnel or subcontractors with physical access to all Customer Provided Hardware to support, maintain and upgrade such Customer Provided Hardware.

6.4 Customer shall notify Philips of any planned VPN connection, network outages or configuration changes that impact Philips remote monitoring or servicing the Customer Provided Hardware. In the event Customer does not meet the remote access requirements, EI Software and Services Solutions is deemed unserviceable, and the maintenance and support obligations will be voided. Philips shall not be liable for remote support availability issues or other service delays caused by Customer's failure to permit remote access. If Customer is using Philips Cloud and/or archiving services, a Philips managed VPN device is required.

6.5 Under no circumstances shall users be permitted to access the EI Software and Services Solutions remotely except via a Customer VPN providing adequate security and network functionality establishing a 1 GB connection between the Client Device being used remotely and the server for the Software Services. Philips shall have no liability under this Agreement for events arising from or use of the Software Services remotely by users in a manner not meeting the foregoing requirements.

6.6 Modalities. Each Customer modality connected to the EI Software and Services Solutions must have a published DICOM format (or successor industry standard) conformance statement. Philips will provide connectivity testing for all Modalities without charge for the initial installation per the project implementation plan. Thereafter, any such services shall be chargeable at Philips then current professional services rates. Philips will not validate the quality of the data generated by Customer modalities. Philips will confirm that the modality will connect to the EI Software and Services Solutions and the EI Software and Services Solutions will be able to store and display the data as delivered by the modality. Philips will cooperate with Customer's Modality vendors without charge to troubleshoot any Modality connectivity issues.

6.7 No Modification of Customer Provided Hardware. Customer may not modify, relocate, or install third-party software on the Customer Provided Hardware without Philips' prior written consent. Philips will attempt to reasonably accommodate any Customer requests to relocate Customer Provided Hardware.

7. Customer Support

7.1 Customer Support

7.1.1 Customer may report issues or obtain technical support 24 hours a day, 7 days a week by telephoning 877-328-2808 or online web portal. Philips shall respond to Customer by phone during the Telephone and Remote Support coverage for failures rendering all functionality or a substantial proportion of functionality unavailable or unusable which significantly impacts multiple active users and/or affects patient care ("Critical Failure") of any service plan within 60 minutes of (i) call receipt within the Telephone and Remote Support coverage or (ii) commencement of the next Telephone and Remote Support coverage if calls are received after hours or within less than 60 minutes from the end of the current Telephone and Remote Support coverage ("Call Response Time"). Prior to contacting Philips, Customer shall perform any problem determination procedures, diagnostic activities and actions detailed by Philips in the Documentation or other Customer communications.

7.1.2 Philips includes Philips' proprietary remote management service ("RMS") which, when configured and enabled, allows Philips to remotely monitor, diagnose and resolve a variety of software issues, and remotely install Updates, through a secure, encrypted internet connection or a secure remote service access ("SRSA") virtual private network ("VPN") connection. As a condition of Philips performing services described herein, Customer shall permit Philips to use its remote access tools as its first call response method for software service requests.

7.1.3 Philips will provide Customer with Customer-requested IP address changes, native DICOM connections, technical Training (as described in Schedule B) and other non-warranty support and services upon request at Philips' then published rates.

7.2 Philips shall have no obligation or liability for Software Services problems attributable to any of the following and Customer shall pay Philips, at Philips' then-current rates, for any time Philips spends diagnosing or correcting issues caused by any of the following:

7.2.1 Modifications, additions or attachments to the Operating Environment, or Software Services, unless such modifications are performed by, and at the request of, Philips and such additions and attachments are purchased from, or specified by, Philips;

7.2.2 Customer's failure to
- 7.2.2.1 follow the Documentation;
- 7.2.2.2 perform, or permit Philips, to perform routine maintenance;
- 7.2.2.3 adhere to the Operating Environment; or
- 7.2.2.4 adhere to site preparation and environmental specifications;

7.2.3 Misuse, abuse, accident, vandalism, viruses or any other malicious or negligent act or omission by a party that is not under the direct control of Philips;

7.2.4 Environmental conditions, moisture or water, excessive radiation, improper servicing or fire;

7.2.5 Electrical problems caused by power surges, lightning or Customer's wiring or electrical supply;

7.2.6 Network issues, problems caused by Customer's other vendors, or issues related to or caused by non-Philips' equipment, hardware or software.

7.2.7 The Philips customer support center will provide connectivity testing from Philips PACS system to the Customer-supplied network; any network connectivity issue beyond the Philips managed system will require Customer network engineering support.

8. Hardware Support Coverage

8.1 If Server Hardware is purchased from Philips and Customer elects to purchase maintenance and support from Philips, Philips or Philips designated third parties, will provide hardware support services during standard coverage hours, Monday through Friday, 8:00 AM to 5:00 PM local time, excluding Philips recognized holidays. Hardware support coverage provides Customer's technical or biomed support organization with clinical and technical phone support, troubleshooting, parts or repairs as follows:

8.2 Support Parts. If included in the Agreement, then Philips will provide the technical and clinical phone support as well as parts for corrective services for Covered System hardware covered under this Schedule. Unless otherwise specified, parts will be shipped via priority delivery.

8.3 Onsite. Philips or Philips designated Original Equipment Manufacturer (OEM) Service representatives, or third parties will provide the parts, labor and travel for corrective Services for Hardware covered in the Service Agreement Monday through Friday, 8:00 AM to 5:00 PM local time.

PHILIPS

Schedule 21-B

Additional Terms and Conditions for Clinical and Technical Education Training (Rev 27)

1. **Training Coverage**
   1.1 Philips will provide the clinical and technical education and product applications training ("Training") that Customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").
2. **Exclusions**
   2.1 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.
3. **Scheduling**
   3.1 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.
4. **Attendance**
   4.1 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's safety checklist prior to receiving Training.
5. **Course Location**
   5.1 Training may be conducted at Philips' training facilities, Customer location(s) described in this Agreement ("Site(s)"), through on-line or remote training, or at a third-party location determined by Philips.
6. **Payment Options**
   6.1 Education Credit. If Customer purchased education credit, the initial account balance is specified in the Quotation. As Customer requests training services, the account balance will be reduced by the days for the requested course per attendee. If the account balance is exhausted, Customer may add funds/days to the balance account, or request and pays training service at Philips' then-current published list price for the training. The Customer is only entitled to use the days which Customer has accumulated overtime. The education credit expires in the end of the calendar year or as indicated in the Quotation, or in case of termination of this Agreement, and no credit for any remaining account balance is carried forward or eligible for refund.
   6.2 Direct Course Purchase. Customer may purchase individual courses at Philips' then current published prices.
7. **Travel**
   7.1 Philips' travel expenses for all Training delivered at Customer 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.
8. **WARRANTY DISCLAIMER**
   8.1 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.