PHILIPS

Schedule 16
AI Manager (Rev 27)

Product Category	Products
Enterprise Informatics (EI)	AI Manager

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 16: 1.4 and 1.6 (Quotation, Order, and Payment), 2 (Lease and Trade-In), and 3.2 and 3.3 (Shipment and Delivery Date).

1. Definitions

1.1 **Customer Acceptance** shall occur upon Subscription Service make available to Customer. Customer shall promptly sign Philips' Customer Acceptance Form. Subscription Service Fees commence at the same time. If Customer does not sign the Philips' Customer Acceptance Form within five days of the Subscription Service made available to Customer, Customer shall then be deemed to have accepted the Subscription Services. In all cases, acceptance shall not delay the obligation to pay the installation fee and Subscription Service Fees per Section 4.3 of this schedule.

1.2 **Customer Content** means Customer's (or its patients') data, in digital or other form, collected, used, processed, stored, or generated through or as the result of the use of the Services, including Personal Data and Customer Data (both as defined in the Agreement.

1.3 **Deliverables** means materials, work products, and documentation provided and/or delivered as part of the Professional Services for non-standard work Customer seeks Philips to perform.

1.4 **Documentation** means the technical and functional specifications of the Subscription Service and user guides, manuals and other instructional materials provided by Philips relating to the operation and functions of the Subscription Service as applicable, as may be updated from time to time by Philips, all in respect to images in the DICOM format.

1.5 **Maintenance** means the tracing or repairing of material defects of the Subscription Service to direct Users to the Philips Strategic Partner site, through repairs, Upgrades or Updates made available from time to time, as may be further described in this schedule. Maintenance does not include issues arising from hardware, Customers IT network or defects in third Party Applications Customer accesses via the Subscription Service made available by the Philips Strategic Partner for purchase by Customer.

1.6 **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.

1.7 **Subscription Term** means the period of time specified on the Quotation, after Customer Acceptance, during which Customer may have a license to access the Subscription Service(s) and if any, Professional Services, as described on the Quotation. Each renewal of a Subscription Term shall be referred to as a renewal term ("**Renewal Term**").

1.8 **Philips Strategic Partner(s)** a third party independent strategic partner of Philips, that provides Subscription Service access, deployment and support and access to the Third Party AI applications. Philips Strategic Partner is not an agent of Philips.

1.9 **Professional Services** means the services ordered by Customer and provided by Philips and/or its affiliate(s) pursuant to this Schedule, including but not limited to installation, integration, implementation, and training, excluding the provision of any Technical Support Services or Maintenance with respect to the Subscription Service.

1.10 **Quotation** means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, term, Fees and one time Deployment Fees.

1.11 **Services** means, collectively, the Subscription Service and any Professional Services.

1.12 **Statement of Work or (SOW)** means the statement of work detailing agreed matters relating to the Subscription Service such as but not limited to specifications, implementation methodology, project plans, or other technical instructions, as agreed to by the parties in writing prior to Philips' commencement of the Services, if needed.

1.13 **Subscription Service** means the AI manager platform service made available by Philips, as described in the Documentation, and as specified in the Quotation.

1.14 **Technical Support Services** means the technical support services provided by Philips or its Philips Strategic Partner(s) for the Subscription Service.

1.15 **Third-Party Products and Services** means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, that 1) Customer has acquired or may acquire the right to use from a party other than Philips, including any third party applications, purchased from Philips Strategic Partners and connected through the AI Manager platform. Such applications are hosted on an environment independently

managed by the Philips Strategic Partner(s) or an external environment vendor for the same ("**Third-Party Applications**").

1.16 **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 manufacturer for such Third-Party Products and Services, or Third-Party Applications passed through to Customer by Philips Strategic Partner(s), including DPA for hosting and management of Customer Content on Third-Party applications, that will be signed directly by Customer with Philips Strategic Partner(s).

1.17 **Updates** means fixes or corrections for bugs, provided by the Philips Strategic Partner to Customer, 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). Update is made generally available to a Philips customer that is under subscription term, subject to any limitations set forth in the applicable Quotation. Updates do not include new products, modules or extensions for which Philips elects to charge separately.

1.18 **Upgrades** means a new version or release of the Subscription Service, provided by the Philips Strategic Partner to Customer 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). Upgrades are made generally available to a Philips customer that are under a subscription term, subject to any limitations set forth in the applicable Quotations. 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 has 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.

1.19 **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 for whom subscriptions to the Subscription Service have been purchased and have been supplied user identifications and passwords 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.

2. Subscription Service Access

2.1 Subject to the terms and conditions of the Agreement and this Schedule, including full and timely payment of Fees, Philips will, during the Subscription Term, make the Subscription Service available to Customer and grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Subscription Service for the Subscription Term. Philips, from time to time, may modify, upgrade or otherwise change the manner in which Subscription Service is provided (including but not limited to, the hardware, Subscription Service functionality or features, or operating environment), so long as such Subscription Service is substantially comparable or superior to the prior Subscription Service. The Subscription service does not include any hardware or hardware upgrades required to use the service during the term of the subscription nor IT infrastructure for Customer client devices or hardware to connect to the Subscription Service.

2.2 Deployment is performed against one time Deployment fees as payable as detailed in the Quotation. Deployment is effective upon Philips or Philips Strategic Partner(s) providing access to the Platform and Customer signature of "**Order Effective Date**". Customer Acceptance shall be the start of the Subscription Term.

2.3 Fees and invoicing for the Subscription Service are not contingent on Customer's configuration of the Subscription Service or actual usage of any Third Party applications. On site attendance is not anticipated for Standard deployment activity. Any additional professional services shall be payable according to agreed upon Professional Services.

2.4 Customer agrees that its entering into the Agreement and/or this Schedule is neither contingent upon the delivery of any future functionality or features of the Subscription Service nor dependent upon any oral or written statements made by Philips with respect to future functionality or features of the Subscription Service. Philips' sole obligations are documented in the Agreement.

2.5 Customer will use the Subscription Service solely as contemplated by this Schedule and for use in the operation of Customer's business. Customer will not, and will ensure Users not to:

2.5.1 decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Subscription Service is compiled or interpreted, or apply any

other process or procedure to derive the source code of any software included in the Subscription Service, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Schedule will be construed to grant Customer any right to obtain or use such source code;

2.5.2 modify, alter, tamper with or repair any of the Subscription Service; or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Philips;

2.5.3 interfere or attempt to interfere in any manner with the functionality or proper working of any of the Subscription Service;

2.5.4 remove, obscure, or alter any notice of any proprietary right appearing on or contained within any of the Subscription Service;

2.5.5 use the Subscription Service for any purpose other than in conformity with the Documentation including, but not limited to, in a manner inconsistent with any instructions for use;

2.5.6 sell, resell, sublicense, rent, lease, transfer, assign, time share, pledge as security or otherwise encumber, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users or as otherwise set forth in the Quotation;

2.5.7 access the Subscription Service in order to:

2.5.7.1 build a competitive product or service;

2.5.7.2 copy any ideas, features, functions or graphics of the Subscription Service; or,

2.5.7.3 exceed the licensed use of the Subscription Service as described in the Quotation.

3. Subscription Service Fees

3.1 Subscription Service Fees are limited to a single deployment site and paid on an annual basis, in advance (as specified in the Quotation). The purchase of any Third-Party Applications is not included on the Fees and has to be performed by Customer directly with the Philips Strategic Partner(s). Philips bears no liability in connection with the Third-Party Applications, their availability or pricing or specifications.

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

3.3 The term for the AI Manager is set forth in the Quotation. Orders with Philips are non-cancelable Additionally, the Philips Strategic Partner makes Third-Party Application available directly for Customer purchase. The professional services, including installation of the Subscription Service will be invoiced and payable upon the Order Effective Date. Fees for the Subscription Service shall be invoiced upon Acceptance, unless Customer delays go-live for more than 90 days from the agreed upon go-live date. In such instance of Customer delay, Customer shall be invoiced for the Subscription Service by Philips and pay such invoice per Section 3.2.

4. Maintenance and Technical Support Services

4.1 Philips shall use reasonable efforts to substantially perform Technical Support Services as per the defects resolution matrix detailed in the table below. This product is not required to process patient workflow. Accordingly, Philips obligation to perform the same shall be assessed strictly based on six month rolling basis and request for technical support arising therefrom six month period.

4.2 Philips is not obligated to provide any maintenance or technical support services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks or for Third-Party Applications. Philips sole obligation is to troubleshoot any connection initiation issues between the Philips PACS and the Philips Strategic Partner and/or DICOM format send/retrieve between the Philips PACS and the Philips Strategic Partner platform. Philips is not responsible for downtime of the Philips Strategic Partner platform in general or issues arising from Third-Party Applications, including without limitation data formatting or view/report format related.

4.3 Defects Resolution Matrix. Defects resolution will be handled according to the following matrix:

Severity Ratings (classification and description):

Severity 1: **Crisis** – Production use of the System is stopped or so severely impacted that Philips Affiliate cannot continue work or is strongly impaired; all users of the System are affected.

Severity 2: **Critical** – System features are unavailable with no acceptable workaround. Production use of the System is continuing in some areas.

Severity 3: **Moderate Business Impact** – some System features are unavailable to a limited number of users.

Severity 4: **Request Information –** Cosmetic software defects, requests for documentation, clarification regarding the System, configuration request for changes, but there is no impact on the operation of the System.

Classification	Response
Severity 1	95% in < 1h; 7x24
Severity 2	95% in < 2h; 7x24
Severity 3	90% in < 8 working hours
Severity 4	90% in < 2 working days

5. Professional Services Terms.

5.1 **Implementation, Integration Services and Other Professional Services.** Philips or Philips Strategic Partner(s) will provide training and similar implementation service as related to the Subscription Service as described in the Quotation and/or a SOW. If separately agreed by the parties pursuant to a SOW, Philips will provide certain services in the way of custom integrations of the Subscription Service into Customer's operating environment or with other relevant products or systems in accordance with the SOW. Philips may provide other Professional Services as set out in the Quotation and/or agreed in a SOW.

5.2 **Recommendations Only**. The Professional Services may include advice and recommendations; however, Customer (and not Philips) will always be responsible for any decisions based upon such advice or recommendations.

5.3 **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.

5.4 **Professional Services Fees, Expenses, and Payment**

5.4.1 If the Quotation includes more than one Deliverable (for example, multiple projects) and each such Deliverable has a price associated with it, then:

5.4.1.1 each such Deliverable will be deemed to be a standalone item;

5.4.1.2 Philips may invoice for each item as it is delivered; and,

5.4.1.3 Customer will pay for each item as it is invoiced in accordance with Section 3 above.

5.4.2 Unless expressly stated otherwise in the Quotation, in addition to 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.

5.4.3 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 or 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 amount of hours will be exceeded, it will use commercially reasonable efforts to inform Customer.

5.5 **License for Use**. Professional Services Deliverables are provided under a nonexclusive, nontransferable license for Customer's use in its internal operations subject to Customer's continued compliance with the terms of the Agreement (including this Schedule).

5.6 **Conditions for Professional Services**. 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. If Customer fails to meet such responsibilities, it may result in an increase in Fees related to the Deliverables and/or Professional Services, or in delays or extensions of the agreed milestones or Deliverables. Customer will provide:

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

5.6.2 access to relevant information, materials (written and electronic), equipment, hardware and software as needed to accomplish the objectives described in the Agreement;

5.6.3 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;

5.6.4 written information to Philips identifying all healthcare and other regulatory and quality requirements applicable to the Professional Services (other than those Philips is already bound to comply with in providing the Subscription Service), and Customer will obtain all required approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Professional Services;

5.6.5 Philips personnel with adequate safety and other training and familiarize them with local procedures and rules of Customer;
5.6.6 written feedback promptly upon Philips' request; and,
5.6.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 5.6.7 and any other information, materials, equipment, hardware, software, or feedback requested by Philips in connection with the Professional Services.

6. Customer's Responsibilities

6.1 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to) network connectivity, and providing and supporting its own equipment, hardware and software (other than those provided by Philips under this Schedule), 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 maintain, in connection with its access or use of the Services, reasonable e administrative, technical and procedural safeguard access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation, and virus detection and eradication.
6.3 Customer will provide full and timely cooperation with Technical Support Services resources.
6.4 Customer will insure and back up all Customer Content.
6.5 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule.
6.6 Customer will have sole responsibility for:
6.6.1 the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service;
6.6.2 all patient care decisions, including those arising from the use of the Subscription Service or the analysis of Customer Content or any other information generated from the Subscription Service; and
6.6.3 complying with all laws and regulations applicable to Customer's receipt or use of the Subscription Service, including but not limited to export laws and regulations.
6.7 Customer will:
6.7.1 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,
6.7.2 ensure the proper configuring, programming, updating, and operating of Customer's equipment, hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.
6.8 Customer agrees to comply with all Third-Party Terms, including execution of Data Protection Agreements as they are provided to Customer in writing by Philips Strategic Partner(s) in order to allow the usage of the Third-Party Applications and processing of Customer Data on such Third-Party Applications.

7. Deployment

7.1 Subject to Customer's compliance with its obligations under this Schedule, the Subscription Services ordered by Customer will be delivered and deployed by Philips or by Philips Strategic Partner(s), as specified in the Quotation or SOW.
7.2 Customer is responsible for cooperating and performing its deployment responsibilities identified in this Schedule or the applicable SOW without delay.
7.3 Customer will, at its expense, maintain adequate internet connection bandwidth in compliance with the Documentation or a SOW.
7.4 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 fulfil 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.

8. Remote Servicing

8.1 Customer will provide Philips or Philips Strategic Partner(s) at each site with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Services or certain component or portion

thereof and to facilitate the realization of the required remote infrastructure in order for Philips or Philips Strategic Partner(s) to provide remote servicing failing which Customer accepts any related impact on service availability, additional cost and speed of resolution.

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 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 "End of Life," 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 Subscription Term and provide Customer with a refund of any pre-payments for periods of any Maintenance and Technical Support Service and Subscription Service not yet rendered.

10. Third-Party Products and Services

10.1 Customer acknowledges and agrees that Third-Party Products and Services, if any, which are provided with or incorporated as part of the Services are additionally subject to the applicable Third-Party Terms. In addition, in connection with certain integrations to third party platforms, Customer may be required to affirmatively accept certain additional license terms including data protection terms.

11. Suspension of Services

11.1 Notwithstanding anything to the contrary in this Agreement Philips may at its option temporarily suspend Customer's and any User's access to any portion or all of the Services if Philips reasonably determines that:

11.1.1 there is a threat or attack on any portion or all of the Services;

11.1.2 Customer's or any User's use of the Subscription Service disrupts or poses a security risk to the Subscription Service or any other customer or vendor of Philips;

11.1.3 Customer or any User is using the Subscription Service for fraudulent or illegal activities;

11.1.4 Philips' provision of any Service to Customer or any User is prohibited by applicable law.

11.1.5 any vendor of Philips has suspended or terminated Philips' access to or use of any third party services, products or intellectual property rights required to enable Customer to access any Service; or,

11.1.6 Customer is in default of monies owned for Services provided by Philips or Philips Strategic Partners (each such suspension, in accordance with this section, a "Service Suspension").

11.2 Philips will use commercially reasonable efforts to resume providing access to the applicable Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

11.3 Philips will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any User may incur as a result of a Service Suspension.

12. Warranty

12.1. Philips warrants that the Subscription Service will perform materially in accordance with the Documentation for a period of 90 days from Customer Acceptance; Subscription Service availability is not warranted to be uninterrupted or error-free; and Customer's sole remedy with respect to Subscription Service availability is set forth in the Maintenance and Technical Support Services in this schedule. The foregoing warranty is made to and for the benefit of Customer only.

12.2. If the warranty set out in Section 12.1 is materially breached, Customer must promptly notify Philips in writing and Philips shall have the period set forth in this schedule to cure such material breach. All corrections will be made in accordance with Section 5 of this schedule. 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 of 60 days. Such termination shall not entitle Customer to any refund for the remaining Subscription Term.

12.3. The warranty set forth herein will not apply if the warranty claim arises out of Customer's:

12.3.1 use of the Subscription Service contrary to the Documentation or not as intended under this Schedule;

12.3.2 modification of the Subscription Service or other breach of Section 2.5; or

12.3.3 failure to provide prompt notice to Philips as set forth in Section 12.2.

12.4. The warranty set forth in this Schedule does not apply to any Third-Party Products and Services. Warranties for Third-Party Products and Services (if any) may be supplied directly to Customer by the third-party suppliers. Without derogating from the above and for the sake of good order, Philips makes no representation or warranties of any kind with respect to Third-Party Applications.

12.5. WITHOUT PREJUDICE TO SECTION 12.1 ABOVE, CUSTOMER'S USE OF THE SERVICES AND ANY EQUIPMENT, HARDWARE AND SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES INCLUDING THIRD PARTY APPLICATIONS, IF ANY, IS ON AN "AS IS" BASIS. WHILE PHILIPS WILL EXERCISE ITS COMMERCIALLY REAONABLE EFFORTS TO PROVIDE THE SERVICES, PHILIPS MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ANY EQUIPMENT, HARDWARE AND SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IF ANY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT ANY SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL OPERATE ERROR FREE OR UNINTERRUPTED, THAT DEFECTS, OTHER THAN MATERIAL DEFECTS IN PHILIPS DELIVERABES, WILL BE CORRECTED, THAT THE SERVICES OR THE SERVICES OR OTHER PROPERTY THAT ARE USED IN PROVIDING THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR REGARDING THE INTEGRITY OF THE SERVICES OR OF THE CONTENT, INFORMATION OR DATA TRANSMITTED THROUGH OR CONTAINED WITHIN ANY PORTION OF THE SERVICES. PHILIPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY WARRANTIES REGARDING THE QUALITY OF CUSTOMER CONTENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

12.6. Philips is not responsible for circumstances beyond its control, including without limitation: non-Philips' supplied infrastructure or application programming interfaces, single sign-on capability, hardware, virtual machines, network (connectors), information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment; acts or omissions of Customer or its agents or Users; virus or hacker attacks; intentional shutdown for emergency intervention or security incidents; acts or omissions of a party other than Philips; Customer's failure to comply with Philips' Documentation and security and upgrade policies; or Customer's use of Subscription Service in violation of this Schedule.

12.7. Philips does not endorse, suggest, advocate, control, or otherwise require any functional features of the Third-Party Applications and Philips is not directly or indirectly liable under any theory of law for any infringement with respect to Third-Party Application.

13. Privacy

13.1 The parties acknowledge that Philips will not process any Customer Data with respect to Third-Party Applications. Moreover, Customer agrees it has to lawful right to provide Third-Party Application vendors the data pulled from the Philips' systems and equipment for the purposes of such activity is solely Customers responsibility. Customer agrees to sign a Business Associate Agreement (BAA) for hosting and processing of Customer Content on Third-Party applications, that will be signed directly by Customer with Philips Strategic Partner(s).

13.2 If in the future, Customer wishes to change the deployment setup to a cloud platform, then the privacy clauses would need to be amended as necessary.

13.3 Privacy and data protection

13.3.1 Each party will comply with applicable data protection laws governing the protection of personal data in relation to their respective obligations under this Agreement.

13.3.2 Where Philips independently processes personal data originating from Customer (such as personal data relating to Customer's personnel or other natural persons processed to manage the commercial relationship with Customer and/or to comply with applicable laws), Philips will process such personal data in accordance with the Philips Privacy Notice, available at https://www.philips.com/privacy.

13.3.3 Where Philips – for the provision of the Philips Services identified for the purpose of initial service triaging tickets – processes personal data on behalf and under the instructions of Customer (such as personal data relating to Customer's patients or other natural persons processed to provide the relevant services).

13.3.4 Customer acknowledges and agrees that Philips will process information related to the safety and performance of the Philips Services such as log files or device parameters in order to provide the Philips Services and, where strictly necessary, to enable its compliance with and performance of its task as manufacturer of (medical) devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance and clinical evaluation related activities).

14. Intellectual Property Rights

14.1 Ownership. Except for the limited-use license explicitly granted to Customer herein, Philips owns all rights, title and interest, including intellectual property rights, in and to the Subscription Service, Services, Deliverables, Documentation and other Philips' confidential information and all modifications and derivative works of each of the foregoing.

15. Feedback

15.1 Philips will have the right to use in any manner that Philips determines any suggestion, idea, enhancement request, feedback, recommendation, or other information relating to the Services that Customer may supply or communicate (collectively, "Feedback") and Customer agrees that Philips will be the exclusive owner of any intellectual property rights therein or arising from Philips' use of such Feedback.

16. No Medical Advice and Customer Indemnification

16.1 Customer acknowledges and agrees that (a) the Services are not considered as medical device. In the event that a component under the name of "AI Result Viewer" is included in the Quotation (which is used for viewing and accepting/rejecting the outputs of Third-Party Applications which is used for viewing and accepting/rejecting the outputs of Third-Party Applications by the end user) then such Viewer is subject to medical device regulations:

16.1.1 any use of the Services is not a substitute for professional judgment and does not relieve Customer from exercising the appropriate standard of care and professional judgment relevant to the treatment of patients,

16.1.2 information offered by Philips or through Services in any particular situation does not constitute a recommendation or advice about any course of treatment or the practice of medicine, and

16.1.3 Customer and its Users assume responsibility for their actions undertaken in connection with the use of the Services in their medical practice.

16.2 Customer will defend and indemnify Philips against any and all losses and liabilities in connection with any claim arising from or relating to 1) any patient care or related services provided by Customer, any of its Users, employees or agents, including any malpractice, misdiagnosis, or any other medical treatment matter in connection with the use or receipt of the Services by Customer or its Users; 2) any breach of the Agreement by Customer or its Users; 3) any misrepresentation, error or omission, negligence or willful misconduct by Customer or its employees or agents; and 4) Customer's failure to maintain adequate backup procedures to maintain continuity of patient care in the event of Subscription Service unavailability. Customer further agrees to defend and indemnify Philips against any and all losses and liabilities in connection with any claim: 1) that Customer Content infringes the privacy or intellectual property rights of another party or 2) arising out of Customer's noncompliance with Third-Party Terms.

17. Term and Termination

17.1 Subscription Term. The Subscription Term set forth on the Quotation, and the applicability of this Schedule, commences on the Order Effective Date.

17.2 Termination for Material Breach. Either party may terminate a Subscription 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 Subscription Term will result in termination of this Schedule; provided that, the obligation to pay fees, the license restrictions set forth in Section 2.5 all warranty disclaimers shall survive post termination and/or expiration of this schedule.

17.3 Effect of Termination and Expiration. Termination of this Schedule will not constitute a termination of any other orders, or schedules made under the Agreement 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 Services 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:

17.3.1 all fees or charges due for the remaining period of the Subscription Term will immediately become due and payable; and,

17.3.2 Philips' obligations under this Schedule will cease. Upon termination or expiration of this Schedule or the Subscription Term, for any reason, Customer will immediately cease to have the ability to purchase new or renew Subscription Service or other Services including app subscriptions and cease use of AI Manager upon such termination or expiration.