University of Alabama System
Individually Distinct. Altogether Stronger.

Office of Counsel
500 22nd Street South, Suite 504
Birmingham, Alabama 35233
205.975.0113

EQR2025-006
RECEIVED
Sep 03 2025
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

September 2, 2025

VIA Electronic Filing: shpda.online@shpda.alabama.gov

Ms. Emily Marsal, Esq.
Executive Director
State Health Planning and Development Agency
100 North Union Street, Suite 870
Montgomery, Alabama 36104

Re: Request for Replacement Equipment Determination
The Board of Trustees of the University of Alabama for the University of Alabama Hospital
Neurology Laboratory 17

Ms. Marsal:

Pursuant to Alabama Certificate of Need Rules and Regulations ("CON Rule") 410-1-7-.02, The Board of Trustees of the University of Alabama for the University of Alabama Hospital ("Board") respectfully requests your review and determination that the Board does not require a Certificate of Need ("CON") from the State Health Planning and Development Agency to replace existing equipment in Neurology Laboratory 17 at the University of Alabama Hospital.[1] To complete your review, the Board respectfully submits the following information:

The Board intends to replace one Allura XPERA FD 20/10 Bi-Plane X-Ray Systems from Philips Medical, which is used for a variety of neurological procedures. The equipment will be replaced with a Philips Healthcare Azurion System, which has advanced software tools, including Smart CT, Intrasight, EchoNaviator, and Vessel Navigator systems. The total cost to replace the existing unit in Laboratory 17 is **$2,467,812**.

Renovation at the hospital is necessary to create a new lab adjacent to the existing neurology lab located on the 6th Floor, North Pavilion. The construction budget for the renovation project is $1.75M. An estimated $1.1M in minor equipment will be replaced as part of the project. No additional staffing cost will be incurred on the operation of the new equipment as the same clinical personnel will staff the new laboratory.

The estimated cost of construction, renovation, and minor equipment total $2.85M, which does not include the cost of the replacement unit described above. A third-party vendor will de-install the existing equipment at a cost of $5,250, and annual maintenance for the lab is projected to be $175,435.

[1] The University of Alabama Hospital, an academic medical center and the largest hospital in the State of Alabama, is a division of the Board. The hospital is comprised of three acute care hospitals: University Hospital (the main hospital), UAB Hospital – Highlands, and UAB Hospital – Callahan Eye. All three facilities are located within a few blocks of each other in Birmingham, Alabama. Together, the three facilities comprise the University of Alabama at Birmingham ("UAB") Hospital Campus. The facilities operate (or will soon operate) under the same SHPDA ID number, under one Tax ID number, under one Medicare and Medicaid provider number, and under one hospital license (H3717) issued by the Alabama Department of Public Health.

Please note that, consistent with CON r. 410-1-5-.01, the replacement equipment does not **(a)** change the purpose, use, or application of the equipment; **(b)** enable the hospital to expand its current health care services; or **(c)** enable the hospital to provide any health services that it has not previously provided on a regular basis. The old equipment will be taken out of service.

We respectfully request your determination that the attached *Request for Determination of Exemption Status for Replacement of Existing Equipment,* **EXHIBIT A** hereto, is not subject to CON Review and that the Board is not required to obtain a CON to replace the existing equipment. The **$4,936** filing fee, which is required by *Ala. Code* §§ 22-21-271 and 22-21-265(b)(4), has been submitted electronically. A copy of the confirmation of payment is attached as **EXHIBIT B**.[2]

Should you have any questions regarding the project to replace existing equipment in Neurology Lab 17 at the University of Alabama Hospital, please do not hesitate to contact me directly at cransburgbrown@uasystem.edu.

Respectfully Submitted,

Cynthia Ransburg-Brown

C. Ransburg-Brown
Senior University Counsel
UAB Medicine Enterprise

c: Arpan Limdi, VP, Chief Facilities Officer
Juan DeOnis, AVP, Planning and Analytics, UAB Hospital

[2] The confirmation of payment reflects that the **$4,936** filing fee for the **Laboratory 17** was combined with the filing fee submitted for Laboratory 16 for **one combined electronic payment** of **$10,218.**

University of Alabama System.
Individually Distinct. Altogether Stronger.

Office of Counsel
500 22nd Street South, Suite 504
Birmingham, Alabama 35233
205.975.0113

EQR2025-006

RECEIVED
Oct 09 2025
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

October 8, 2025

VIA Electronic Filing: shpda.online@shpda.alabama.gov

Ms. Emily Marsal, Esq.
Executive Director
State Health Planning and Development Agency
100 North Union Street, Suite 870
Montgomery, Alabama 36104

Re: EQR 2025-006, Response to Request for Additional Information
The Board of Trustees of the University of Alabama for the University of Alabama Hospital
Neurology Laboratory 17

Ms. Marsal:

This letter is in follow up to your correspondence dated September 24, 2025, requesting additional information to the Equipment Replacement Request, EQR 2025-006, submitted by The Board of Trustees of the University of Alabama for the University of Alabama Hospital ("Board") pursuant to Alabama Certificate of Need Rules and Regulations ("CON Rule") 410-1-7-.02. In response, please note the following:

1. **Name of Facility/Organization (B): Please provide the physical address of the facility provided.**

University of Alabama Hospital 619 19th Street, South Birmingham, Alabama 35233.

2. **Fair Market Value of Equipment at Present (E): It is stated that one system is out of service, the second system has multiple service issues, and the estimated cost of de-install is $5,250. Please separate and specify the status of each unit. Clarify if the $5,250 de-install fee is the total cost for both units.**

The system in Neurology Laboratory 16 is out-of-service, and the system in Neurology Laboratory 17 has multiple service issues. The total cost of de-install both units is $10,500. That cost has been divided equally between the two units, resulting in a cost of $5,250 per unit for de-installation.

3. **Use of Proposed Equipment (G): The statement provided refers to the existing equipment instead of the proposed equipment.**

The proposed equipment will be used for a variety of neurological and neurovascular procedures, including mechanical thrombectomy for ischemic stroke treatment and tumor embolization.

4. **(H): Please verify the name of the proposed equipment.**

The name of the equipment is the Philips AZURION 7 B20.

5. **(N): The annual maintenance cost provided in the cover letter differs from the amount provided in Item N. Please provide the correct amount.**

The annual maintenance cost for Neurology Lab 17 is $162,790.32 as set forth in the maintenance contract. (See, Service Agreement for Laboratory 17, Attachment A.)

Should you have any questions regarding the project to replace existing equipment in Neurology Lab 17 at the University of Alabama Hospital, please do not hesitate to contact me directly at cransburgbrown@uasystem.edu.

Respectfully Submitted,

Cynthia Ransburg-Brown

C. Ransburg-Brown
Senior University Counsel
UAB Medicine Enterprise

c: Arpan Limdi, VP, Chief Facilities Officer
Juan DeOnis, AVP, Planning and Analytics, UAB Hospital

EXHIBIT A

Request for Determination of Exemption Status for Replacement of Existing Equipment

UAB Hospital Neurology Laboratory 17

Request No. EQR2025-006
Date Received _____
Received By _____

STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

100 NORTH UNION STREET, SUITE 870MONTGOMERY,
ALABAMA 36104

RECEIVED
Oct 29 2025
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

REQUEST FOR DETERMINATION OF EXEMPTION STATUS FOR REPLACEMENT OF EXISTING EQUIPMENT

A filing fee in the amount of $_____ has been submitted with this application.

Requestor Identification (Check one)

☑ Hospital ☐ Nursing Home ☐ Other (Specify) _____

A. The Board of Trustees of the University of Alabama for the University of Alabama Hospital
Name of Requestor

619 19th Street, South | Birmingham | Jefferson
Address | City | County

Alabama | 35233 | 205-975-4844
State | Zip | Phone Number

B. University of Alabama Hospital
Name of Facility/Organization (if different from A)

619 19th Street, South | Birmingham | Jefferson
Address | City | County

Alabama | 35233 | 205-975-4844
State | Zip | Phone Number

C. _____
Name of Legal Owner (if different from A or B)

Address | City | County

State | Zip | Phone Number

D. Brenda Carlisle, Chief Executive Officer, University of Alabama Hospital
Name and Title of Person Representing Proposal and With Whom SHPDA Should Communicate

701 19th Street, South | Birmingham | Jefferson
Address | City | County

Alabama | 35233 | 205-975-4844
State | Zip | Phone Number

DESCRIPTION OF EQUIPMENT TO BE REPLACED	DESCRIPTION OF PROPOSED NEW EQUIPMENT
A. Manufacturer:	
Philips Medical	Philips Medical
B. Serial Number:	
Unit Two - 23	New Serial Number - Upon Delivery
C. Model:	
Allura XPER FE 20/10	Azurion 7 B20
D. Name of Equipment:	
Bi-Plane X-Ray System	Bi-Plan X-Ray System

E. Fair Market Value of Equipment at Present:

One system is out of service. It has a market value of zero. The second system has a multiple service issues. The estimated cost of de-install is $5,250 and will be completed by a third-party contractor.

E. Cost of Equipment (include written price quote):

The cost of the proposed equipment for Neurology Laboratory 17 is $2,467,811.84 as listed on Pages 2 and 6 (of 28) of the Philips quote.

F. Describe Use of Current Equipment:

The existing equipment is used in the neurology lab for a variety of neurological procedures.

G. Describe Use of Proposed Equipment:

The proposed existing equipment is used in the neurology lab for a variety of neurological and neurovascular procedures, including mechanical thrombectomy for ischemic stroke treatment and tumor embolization.

H. List any attachments or additional procedures associated with this new equipment not performed by old equipment:

The AZURION 7 B20 has advanced software tools, including SmartCT, Intrasignt, EcoNavigator, and VesselNavigator, which enhances visualization, planning, and navigation during procedures. The AZURION includes Clarity IQ.

H. Can any procedures be performed with the proposed new equipment that cannot be performed with the replaced equipment? If yes, describe in detail:

Yes, while both systems perform the same procedures, the AZURION 7 B20 has advanced software, offers reduced radiation, integration of software tools and modalities, control at the table side, larger detectors, and advanced tools for visualization, planning, and navigation. All of which offers advanced solution for neurology procedures.

I. Location of Existing Equipment (Include Room Number):

The equipment will be located on the 6th Floor of the North Pavilion, Room 6477 (Laboratory 17).

J. List specially trained or qualified Personnel necessary for operation of equipment:

The equipment is operated by physicians from the Department of Neurology.

K. What use will be made of old equipment when replaced? (Trade in on new equipment, used as back up, parts, etc.)

Trade-in on new equipment will be used towards the cost of de-installation.

L. List job titles of any additional Personnel that will be required to operate the new equipment.

No additional personnel will be required to operate the new equipment. Personnel will transfer from the existing neurology labs, including international Radiological Technicians.

M. Describe any renovation or new construction that will be necessary for the installation of the replacement equipment and cost.

New construction and renovation on the 6th Floor will be necessary to create lab adjacent to the existing lab. The total estimated cost of construction and renovation and minor equipment replacement for the new lab is $1.75M and $1.1M, for a total of $2.85M.

N. Describe any new annual operating cost associated with this project such as maintenance contracts, salaries of new employees hired due to equipment, etc.

The annual maintenance cost for Neurology Lab 17 is $162,790.32 as set forth in the maintenance contract. (See, Service Agreement for Laboratory 17, Attachment A.)

COST

A. Equipment Costs Cost of equipment ONLY; do not list lease cost. (Costs must be supported by price quote on manufacturer's stationary/letterhead).	$ 2,467,811.84
B. Less Trade-In of Old Equipment	-$ 0.00
C. Total Cost of Equipment	$ 2,467,811.84

Calculation of fee for this Determination:

Multiply dollar amount in COST section (C. Total Cost of Equipment) by one percent (1%) (the application fee for a Certificate of Need);

- Non-Rural Hospitals:
  Twenty percent (20%) of the calculation obtained above.
- Rural Hospitals:
  Twenty-five percent (25%) of the calculation obtained above.

Include manufacturer's literature on old equipment, if available, and on the new equipment.

Include any other information pertinent to the determination.

The Executive Director may request any other information which is relevant to their decision.

CERTIFICATION

I certify that the information provided herein is true and correct and that there is no additional information which would be pertinent to this application which has not been provided. Further, I understand that any misrepresentation on this application or failure to include relevant information may void any favorable determination secured by such misrepresentation or omission.

Brenda Carlisle
Signature of Applicant

Brenda Carlisle
Printed Name of Applicant

Chief Executive Officer
Title of Applicant

Sworn to and subscribed before me this

3 day of September, 2025.

JULIE LINDSEY
My Commission Expires
January 20, 2027

Julie Lindsey
Notary Public (SEAL)

My Commission Expires 1/20/2027

EXHIBIT B

Confirmation of Payment

PHILIPS

Sold to:
University Of Alabama Hospital
619 19th St S
Birmingham, AL 35249-0001

Ship to:
University Of Alabama Hospital
619 19th St S
Birmingham, AL 35249-0001

Presented By
Justin Helms
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Email: justin.helms@philips.com

Quote #: Q-00400697
Customer #: 94025989
Quote Date: 11/14/24
Valid Until: 12/31/24

UAB Azurion Rm 17 Neuro BP w XPER Hemo Extension

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As the industry leader in Healthcare, we also pride ourselves on providing great Customer Service.
I am pleased to submit the attached proposal for your consideration.
I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.
To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
- Ensure your purchase order references the Philips quote number
- Purchase orders must be signed digitally or physically

or

- Complete the information on the quote Signature Page

Thank you again for considering Philips.

Regards,
Justin Helms

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

PHILIPS

1. Financial Overview

Line	Article No.	Description	Qty	Net Price
1	722236	Azurion 7 B20	1	$ 2,302,010.83
2	SP059R	After hours installation.	1	$ 20,000.00
3	100134	CV Clinical Education	1	$ 5,762.35
4	830231	Xper IM Extensions	1	$ 140,038.66

	Total Price
Total Net Price	**$ 2,467,811.84**

PHILIPS

2. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	**722236**	**Azurion 7 B20**		
1.1	NNAT332	Azurion 7 B20/15 LCN	1	$ 1,235,339.95
1.2	NNAE535	Full Load Remote UPS	1	$ 0.00
1.3	989801278412	Full Load Remote UPS	1	$ 44,540.93
1.4	NNAE495	IXR EmboGuide OnSite	1	$ 0.00
1.5	NNAE048	XperGuide OnSite Educ 08h	1	$ 0.00
1.6	NNAT069	Vascular/Neuro/Onco Ent	1	$ 0.00
1.7	NNAE675	Azurion Clinical Education Pkg	1	$ 0.00
1.8	NNAE683	Neuro Advanced Educ Pkg	1	$ 0.00
1.9	NCVD187	ClarityIQ...	1	$ 176,638.07
1.10	NCVD032	FlexVision XL HD + 2 LCD's	1	$ 108,718.29
1.11	FCV0974	3rd party video cloning (2 output)	1	$ 8,978.43
1.12	FCV0981	Video input WCB on 1st MCS	2	$ 11,549.43
1.13	FCV0985	Video input WCB outside the MCS	6	$ 14,697.23
1.14	NCVD490	FlexSpot	1	$ 54,926.90
1.15	NCVD491	FlexSpot secondary monitor	1	$ 8,978.43
1.16	NCVD062	optional ref biplane	1	$ 5,017.36
1.17	NCVD063	Switchable Monitors	1	$ 33,801.16
1.18	NCVD064	extension to FlexVision Pro	1	$ 38,026.32
1.19	NCVD097	DVD writer	1	$ 434.13
1.20	NCVA694	Subtracted Bolus Chase	1	$ 21,120.46
1.21	NCVA695	FD Rotational Angio	1	$ 20,180.35
1.22	NCVD073	SmartMask Biplane	1	$ 16,829.81
1.23	NCVD133	FD Dual Fluoro biplane	1	$ 39,820.95
1.24	NCVA258	CO2 VIEW TRACE	1	$ 3,009.36
1.25	NCVA082	Intercom	1	$ 2,012.23
1.26	NCVC200	Wireless footswitch: bi-plane version	1	$ 11,619.15
1.27	NCVD081	Touch Screen Module Pro	1	$ 26,407.17
1.28	NCVD615	Premium Tilt & Swivel Table (Pivot, Tilt, Swivel, Cradle, APC, Volcano)	1	$ 90,611.43
1.29	NCVA101	Peripheral X-ray filter	1	$ 4,495.55
1.30	FCV0247	Neuro mattres	1	$ 1,242.19
1.31	FCV0272	Neuro Wedge	1	$ 376.04
1.32	FCV0625	Table mounted radiation shield	1	$ 5,364.88
1.33	FCV0706	Neuro Head Holder	1	$ 10,401.25

PHILIPS

1.34	NCVC855	Vascular/Neuro/Onco Essential.	1	$ 51,884.79
1.35	NCVC857	Neuro Advanced bundle	1	$ 70,570.49
1.36	NCVC462	EmboGuide	1	$ 47,532.90
1.37	NCVB167	MR/CT Roadmap	1	$ 19,443.07
1.38	NCVB845	XperGuide	1	$ 37,097.85
1.39	NCVD177	IW Hardware (FlexSpot)	1	$ 19,916.28
1.40	**722367**	**DoseAware**		
1.41	FCV0854	DoseAware Xtend pack	1	$ 44,364.03
1.42	**722240**	**Remote Service IGT**		
1.43	NCVA341	neuro tabletop	1	$ 0.00
1.44	459801079651	Cabinet Rear Cover	2	$ 956.99
1.45	459801613311	Cabinet Rear Cover Deep	2	$ 3,760.36
1.46	989600205862	Floorplate Swivel Xper Table	1	$ 2,902.67
1.47	459800938361	Clip rails for Monitor Ceiling Carriage (390cm, 153.5")	1	$ 1,578.09
1.48	459800706722	MONITOR CEILING CARRIAGE	1	$ 6,865.86
				$ 2,302,010.83
2	**SP059R**	**After hours installation.**	1	$ 20,000.00
3	**100134**	**CV Clinical Education**		
3.1	989801292349	CV Physician's OffSite Education Pkg	1	$ 5,762.35
				$ 5,762.35
4	**830231**	**Xper IM Extensions**		
4.1	**989801201019**	**Install Cable Kit-Ctrl Rm for CI**	1	$ 897.60
4.2	**989801202052**	**OnSite Training Professional Svs (1 hr)**	112	$ 25,132.80
4.3	**989801202054**	**OnSite Implement Professional Svs (1 hr)**	24	$ 5,385.60
4.4	**989801202055**	**Remote Implementation Prof Svs (1 hr)**	126	$ 20,790.00
4.5	**989801202008**	**Cable Install Service**	1	$ 7,920.00
4.6	**FIT4187**	**Hemo App Generic Workflow**	1	$ 10,896.60
4.7	**FIT4424**	**End Tidal CO2 Hemo App**	1	$ 6,131.40
4.8	**830234**	**Hemo with X3 Solutions**		
4.9	FIT4421	X3 Table Mount	1	$ 336.60
4.10	FIT4433	100 Feet Video Extension	1	$ 1,254.00
4.11	FIT3969	Wireless Barcode Gun	1	$ 580.80
4.12	FIT4429	Active DVI Splitter	1	$ 310.20

PHILIPS

4.13	FIT4155	24'' Med Grade LCD PH Hemo	1	$ 726.00
4.14	FIT4463	Rolling Stand X3	1	$ 3,458.40
4.15	FIT4146	Philips Hemo Nurse Station	1	$ 12,018.60
4.16	FIT4404	Philips Hemo with X3 CR	1	$ 24,235.20
4.17	FIT4556	X3 MedtronicOximax/Respironics	1	$ 2.51
4.18	FIT4566	Side Stream ET CO2 Cables	1	$ 2.51
4.19	**867030**	**IntelliVue Multi-Measurement Module X3**		
4.20	867030_H72	H72 Critical Care Transport SW	1	$ 1,266.54
4.21	867030_SP6	SP6 Nellcor OxiMax SpO2	1	$ 6,846.18
4.22	867030_K14	K14 Dual IBP Adapter	1	$ 167.64
4.23	867030_A03	A03 3-waves capability	1	$ 0.00
4.24	867030_C12	C12 Conventional 12 Lead ECG	1	$ 767.58
4.25	867030_C99	C99 Hemo System-ready	1	$ 141.24
4.26	867030_E31	E31 Carrying Handle	1	$ 145.20
4.27	867040	IntelliVue Capnography Extension	1	$ 0.00
4.28	867040_B05	B05 Add dual IBP, Temp, C.O.	1	$ 2,033.46
4.29	867040_K14	K14 Dual IBP Adapter	1	$ 167.64
4.30	867040_N00	N00 Capnography Extension only	1	$ 3,940.86
4.31	**867043**	**IntelliVue Dock**	1	$ 570.24
4.32	**989803144591**	**Sidestream CO2 Sensor**	1	$ 2,473.78
4.33	**989803206641**	**Cannula - LoFlo - CO2/O2 Nasal - Adult**	1	$ 160.39
4.34	989803206651	Cannula - LoFlo -CO2/O2 Nasal -Pediatric	1	$ 160.39
4.35	989803206731	Airway Adapter Set H - ET >4.0 mm	1	$ 161.88
4.36	989803206741	Airway Adapter Set H - ET =<4.0 mm	1	$ 191.72
4.37	989803209771	Air Hose 5mm bore connector	1	$ 51.47
4.38	989803104161	Comfort Care Cuff, Small Adult	1	$ 31.33
4.39	989803104171	Comfort Care Cuff, Adult	1	$ 31.33
4.40	989803104181	Comfort Care Cuff, Large Adult	1	$ 38.04
4.41	989803104191	Comfort Care Cuff, Thigh	1	$ 49.24
4.42	989803125831	5+5 ECG Trunk cable AAMI, IEC 2.7m	1	$ 196.20
4.43	989803125841	5 Leadset, Grabber, AAMI, ICU	1	$ 80.28
4.44	989803125881	5 Leadset, Grabber,Chest, AAMI,ICU	1	$ 77.58
4.45	989803104621	Cardiac Output Cable, 4.8m	1	$ 209.63
				$ 140,038.66

PHILIPS

	Total Price
Total Net Price	**$ 2,467,811.84**

PHILIPS

3. Quote Overview

Line	Description	Qty	Included	Optional
1	**Azurion 7 B20**			
1.1	Azurion 7 B20/15 LCN	1	●	
1.2	Full Load Remote UPS	1	●	
1.3	Full Load Remote UPS	1	●	
1.4	IXR EmboGuide OnSite	1	●	
1.5	XperGuide OnSite Educ 08h	1	●	
1.6	Vascular/Neuro/Onco Ent	1	●	
1.7	Azurion Clinical Education Pkg	1	●	
1.8	Neuro Advanced Educ Pkg	1	●	
1.9	ClarityIQ...	1	●	
1.10	FlexVision XL HD + 2 LCD's	1	●	
1.11	3rd party video cloning (2 output)	1	●	
1.12	Video input WCB on 1st MCS	2	●	
1.13	Video input WCB outside the MCS	6	●	
1.14	FlexSpot	1	●	
1.15	FlexSpot secondary monitor	1	●	
1.16	optional ref biplane	1	●	
1.17	Switchable Monitors	1	●	
1.18	extension to FlexVision Pro	1	●	
1.19	DVD writer	1	●	
1.20	Subtracted Bolus Chase	1	●	
1.21	FD Rotational Angio	1	●	
1.22	SmartMask Biplane	1	●	
1.23	FD Dual Fluoro biplane	1	●	
1.24	CO2 VIEW TRACE	1	●	
1.25	Intercom	1	●	
1.26	Wireless footswitch: bi-plane version	1	●	
1.27	Touch Screen Module Pro	1	●	
1.28	Premium Tilt & Swivel Table (Pivot, Tilt, Swivel, Cradle, APC, Volcano)	1	●	
1.29	Peripheral X-ray filter	1	●	
1.30	Neuro mattres	1	●	
1.31	Neuro Wedge	1	●	
1.32	Table mounted radiation shield	1	●	
1.33	Neuro Head Holder	1	●	
1.34	Vascular/Neuro/Onco Essential.	1	●	
1.35	Neuro Advanced bundle	1	●	
1.36	EmboGuide	1	●	

PHILIPS

1.37	MR/CT Roadmap	1	●		
1.38	XperGuide	1	●		
1.39	IW Hardware (FlexSpot)	1	●		
1.40	**DoseAware**				
1.41	DoseAware Xtend pack	1	●		
1.42	**Remote Service IGT**				●
1.43	neuro tabletop	1	●		
1.44	Cabinet Rear Cover	2	●		
1.45	Cabinet Rear Cover Deep	2	●		
1.46	Floorplate Swivel Xper Table	1	●		
1.47	Clip rails for Monitor Ceiling Carriage (390cm, 153.5")	1	●		
1.48	MONITOR CEILING CARRIAGE	1	●		
2	**After hours installation.**	1	●		
3	**CV Clinical Education**				
3.1	CV Physician's OffSite Education Pkg	1	●		
4	**Xper IM Extensions**				
4.1	**Install Cable Kit-Ctrl Rm for CI**	1	●		
4.2	**OnSite Training Professional Svs (1 hr)**	112	●		
4.3	**OnSite Implement Professional Svs (1 hr)**	24	●		
4.4	**Remote Implementation Prof Svs (1 hr)**	126	●		
4.5	**Cable Install Service**	1	●		
4.6	**Hemo App Generic Workflow**	1	●		
4.7	**End Tidal CO2 Hemo App**	1	●		
4.8	**Hemo with X3 Solutions**				
4.9	X3 Table Mount	1	●		
4.10	100 Feet Video Extension	1	●		
4.11	Wireless Barcode Gun	1	●		
4.12	Active DVI Splitter	1	●		
4.13	24'' Med Grade LCD PH Hemo	1	●		
4.14	Rolling Stand X3	1	●		
4.15	Philips Hemo Nurse Station	1	●		
4.16	Philips Hemo with X3 CR	1	●		
4.17	X3 MedtronicOximax/Respironics	1	●		
4.18	Side Stream ET CO2 Cables	1	●		
4.19	**IntelliVue Multi-Measurement Module X3**				
4.20	H72 Critical Care Transport SW	1	●		
4.21	SP6 Nellcor OxiMax SpO2	1	●		
4.22	K14 Dual IBP Adapter	1	●		

PHILIPS

4.23	A03 3-waves capability	1	●
4.24	C12 Conventional 12 Lead ECG	1	●
4.25	C99 Hemo System-ready	1	●
4.26	E31 Carrying Handle	1	●
4.27	IntelliVue Capnography Extension	1	●
4.28	B05 Add dual IBP, Temp, C.O.	1	●
4.29	K14 Dual IBP Adapter	1	●
4.30	N00 Capnography Extension only	1	●
4.31	**IntelliVue Dock**	1	●
4.32	**Sidestream CO2 Sensor**	1	●
4.33	**Cannula - LoFlo - CO2/O2 Nasal - Adult**	1	●
4.34	Cannula - LoFlo -CO2/O2 Nasal -Pediatric	1	●
4.35	Airway Adapter Set H - ET >4.0 mm	1	●
4.36	Airway Adapter Set H - ET =<4.0 mm	1	●
4.37	Air Hose 5mm bore connector	1	●
4.38	Comfort Care Cuff, Small Adult	1	●
4.39	Comfort Care Cuff, Adult	1	●
4.40	Comfort Care Cuff, Large Adult	1	●
4.41	Comfort Care Cuff, Thigh	1	●
4.42	5+5 ECG Trunk cable AAMI, IEC 2.7m	1	●
4.43	5 Leadset, Grabber, AAMI, ICU	1	●
4.44	5 Leadset, Grabber,Chest, AAMI,ICU	1	●
4.45	Cardiac Output Cable, 4.8m	1	●

PHILIPS

4. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	722236 Azurion 7 B20	Vizient Supply LLC XR0703	XR0703	0/80/20
2	SP059R After hours installation.	NONE	NONE	0/0/100
3	100134 CV Clinical Education	NONE	NONE	0/80/20
4	830231 Xper IM Extensions	Vizient Supply LLC XR0593	XR0593	0/80/20

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

Additional Terms US:

This purchase is governed by the terms and conditions applicable to Customer Member of the specific Vizient Contract number identified above, as well as any Philips Standard Terms and Conditions of Sale and Software License, set forth below, to the extent not in conflict with the applicable Vizient Contract terms.

PHILIPS

5. Signature Page

Invoice to:
University Of Alabama Hospital
619 19th St S
Birmingham, AL 35249-0001

Ship to:
University Of Alabama Hospital
619 19th St S
Birmingham, AL 35249-0001

	Total Price
Total Net Price	$ 2,467,811.84

Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips Standard Terms and Conditions for Value Added Services (VAS) and Connected Care Warranty is located at http://www.usa.philips.com/healthcare/about/terms-conditions. Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution. **Issuance by customer of a non-contingent signed purchase order(s) referencing the quote and master agreement (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation**. Each equipment system and/or service listed on purchase order/orders represents a separate and distinct financial transaction.

We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt _____
   If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

CUSTOMER SIGNATURE
by its authorized representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

PHILIPS SIGNATURE
by its authorized representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

PHILIPS

6. Philips Standard Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE ("Conditions of Sale") (Rev 24)

1. **Initial Provisions**.

1.1 The Products (equipment, service, and software) offered on the quotation ("Quotation") by the Philips legal entity identified thereon are subject to these Conditions of Sale.

1.2 The purchase prices set out on the Quotation excludes all taxes. All taxes on the Products will be borne by Customer unless Customer provides a tax exemption certification reasonably in advance of the date the Order is invoiced; otherwise, Philips will invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.

2. **Quotation, Order, and Payment**.

2.1 Any Quotation on the Products will be open for acceptance within the period indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' confirmation. Any terms and conditions set forth on Customer's purchase order or otherwise issued by Customer shall not apply to the Products.

2.2 The prices and payment terms are set out on the Quotation. Orders are subject to Philips' ongoing credit review and approval.

2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed paid at the annual rate of twelve percent (12%) which may be billed monthly. If Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.

2.4 Customer has no right to cancel an order unless such cancellation right is granted to Customer by mandatory law.

2.4.1 If Customer cancels the order prior to the order being sent to the factory for manufacturing, then Customer shall pay fifteen percent (15%) of the net selling price of the Product(s).

2.4.2 If Customer cancels the order after the order is sent to the factory for manufacturing, then Customer shall pay the full net selling price of the Product(s).

2.4.3 If Customer has not taken delivery for each Product contained in Quotation and Customer's purchase order (or in-lieu of purchase order) within twenty-four (24) months from Philips' receipt of Customer's purchase order (or in-lieu of purchase order) then the Product shall be deemed cancelled. In such event, if the order is deemed cancelled prior to being sent to the factory for manufacturing, then the requirements under Section 2.4.1 apply; if the order is deemed cancelled after being sent to the factory for manufacturing, then the requirements under Section 2.4.2 apply.

2.5 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each Product in accordance with the payment terms set forth in the Quotation.

2.6 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for any electronic fund transfers or any other payment method. Philips imposes a surcharge on credit cards of two percent (2%), which is not greater than its cost of acceptance. All check payments over $50,000 USD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

3. **Philips Security Interest until Full Payment**.

3.1 Philips is entitled to retain a security interest in the Products until Philips receives full payment.

4. **Technical changes**.

4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.

5. **Lease and Trade In**.

5.1 If Customer desires to convert the purchase of any Products to a lease, Customer shall, within ninety (90) days prior to the delivery of the Products, provide all relevant rental documents for review and approval by Philips. Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of all these Conditions of Sale. No product will be delivered to Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then:

5.1.1 Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale;

5.1.2 Philips may convert the lease back to a purchase and invoice Customer; accordingly, and

5.1.3 Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one Quotation, the Product with the longest period for converting the transaction to a lease shall prevail.

5.2 Philips may provide a rental agreement at its discretion.

5.3 In the event Customer will be trading-in equipment ("Trade-In"), Customer will provide the following:

5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the Quotation and when Philips takes possession of the Trade-in from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.

5.3.2 The trade-in value set forth on the Quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such Quotation available for first patient use. However, in all cases and notwithstanding the foregoing, Customer shall bear the costs of any reduction in trade-in value arising due to a delay by Customer in connection with equipment delivery, installation, and go-live dates and promptly pay the revised invoice.

5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade-In described on the Quotation, Philips reserves the right to adjust the trade-in value and revise the invoice accordingly, and Customer shall pay such revised invoice promptly upon receipt.

5.3.4 In the event the condition of the trade-in is not in good working order or physically damaged, Customer's trade-in credit may be reduced, in whole or in part by Philips, at Philips' discretion.

5.3.5 Customer undertakes to

5.3.5.1 clean and sanitize all components that may be infected and all biological fluids from the Trade-In;

5.3.5.2 drain any applicable chiller lines and cap any associated plumbing and

5.3.5.3 delete all personal data in the Trade-In. Customer agrees to reimburse Philips for any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.

6. Shipment and Delivery Date.

6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the Quotation. If Philips and Customer agree to any other terms of delivery, additional costs shall be for the account of Customer. Title (subject to Section 3 entitled Philips Security Interest) to any Product (excluding software), and risk of loss shall pass to Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay for insurance covering such risks at destination.

6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. If Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. Customer shall pay the eighty percent (80%) installment payment upon delivery to Customer site or Philips warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.

7. Installation.

7.1 If Philips has undertaken installation of the Products, Customer shall be responsible for the following at its sole expense and risk:

7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, customers shall consider the manufacturing labeling requirements for environmental and storge conditions. Customer will repair or replace any lost or damaged item during the storage period.

7.1.2 Philips or its (affiliate's) representative shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.

7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. Customer shall ensure the prepared site shall comply with all safety, electrical, and building codes relevant to the Products and installation thereof.

7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.

7.1.5 The timely provision of all visa, entry, exit, residence, work, or any other permits and licenses necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.

7.1.6 The assistance to Philips or Philips' representative for moving the Products from the entrance of Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.

7.2 If Products are connected to a computer network, Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software. Unauthorized Updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.

7.3 If any of the above conditions are not complied with, Philips or Philips' representative may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be for Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.

7.4 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.

8. Product Damages and Returns.

8.1 The following shall apply solely to medical consumables:
Customer shall notify Philips in writing substantiating its complaints within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and Customer shall return the Products. Each returned Product shall be packed in its original packaging.

9. Product Warranty.

9.1 The Product warranties for Philips products sold hereunder are set forth on https://www.usa.philips.com/healthcare/about/terms-conditions. The terms set forth on such webpage are incorporated herein. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms apply to Customer's purchase.

9.2 In the event a Product warranty is not listed on the webpage referenced above under Section 9.1 for a Product set forth on the Quotation, Sections 9.3-9.10 of these terms and conditions shall apply to the Product.

9.3 Hardware Products. Philips warrants to Customer that the Product shall materially comply with its product specification on the Quotation and the user documentation accompanying the shipment of such Product for a period of one (1) year from the date of acceptance or first clinical use, whichever occurs first, but under any circumstances, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to Customer will be of good quality until the expiration date applicable to such Product.

9.4 Stand-alone Licensed Software Products. Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to Customer. "Stand-alone Licensed Software" means Licensed Software sold without a contemporaneous purchase of a server for the Licensed Software.

9.5 Service. Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be at its option to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.

9.6 Customer shall only be entitled to make a Product warranty claim if Philips receives written notice of the defect during the warranty period within a reasonable period after Customer discovering such defect and, if required, the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.

9.7 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by Customer solely after a reasonable cure period is given to Philips.

9.8 Philips' warranty obligations shall not apply to any defects resulting from:

9.8.1 improper or unsuitable maintenance, configuration, or calibration by Customer or its agents.

9.8.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specification and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.

9.8.3 abuse, negligence, accident, or damages (including damage in transit) caused by Customer.

9.8.4 improper site preparation, including corrosion to Product caused by Customer.

9.8.5 any damage to the Product, or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product, or use of removable devices.

9.9 Philips is not responsible for the warranty for the third-party product provided by Philips to Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has right to warranties and service solutions, Philips shall make reasonable efforts to extend to Customer the third-party warranty and service solutions for such Products.

9.10 During the term of the warranty and any customer service arrangement, Customer shall provide Philips with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:

9.10.1 supporting the installation of a Philips-approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (such router remains Philips property if provided by Philips and is only provided during the warranty term).

9.10.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).

9.10.3 providing and maintaining a free IP address within the site network to be used to connect the Products to Customer's network.

9.10.4 maintaining the established connection throughout the applicable period.

9.10.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.

9.10.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.

9.10.7 THE WARRANTIES SET FORTH IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 10.1:

10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.

10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. Infringement of Intellectual Property Rights to the Products.

11.1 Philips will, at its option and expense, defend or settle any suit or proceeding brought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes an infringement of any intellectual property rights in the country where the Product is delivered by Philips.

11.2 Customer will promptly give Philips written notice of such claim and the authority, information, and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and settle such claim. Customer shall not make any admission that might be prejudicial to Philips and shall not enter a settlement without Philips' prior written consent.

11.3 If the Product is held to constitute infringement of any intellectual property right and its use by Customer is enjoined, Philips will, at its option and expense, either:

11.3.1 procure for Customer the right to continue using the Product;

11.3.2 replace it with an equivalent non-infringing Product;

11.3.3 modify the Product so it becomes non-infringing; or

11.3.4 refund to Customer a pro rata portion of the Products' purchase price upon the return of the original Products.

11.4 Philips will have no duty or obligation under this Section 11 if the infringement is caused by a Product being:

11.4.1 supplied in accordance with Customer's design, specifications, or instructions and compliance therewith has caused Philips to deviate from its normal course of performance;

11.4.2 modified by Customer or its contractors after delivery;

11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g., software updates); or

11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination. The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.

12. Use and exclusivity of Product documents.

12.1 All documents and manuals including technical information related to the Products and its maintenance as delivered by Philips is the proprietary information of Philips, covered by Philips' copyright, and remains the property of Philips, and as such, it shall not be copied, reproduced, transmitted, or disclosed to or used by third parties without the prior written consent of Philips.

13. Export Control and Product Resale.

13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, EU, or US ("Export Laws"), to ensure that the Products are not:

13.1.1 exported or re-exported directly or indirectly in violation of Export Laws; or

13.1.2 used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, or chemical or biological weapons proliferation.

13.2 Customer represents that:

13.2.1 Customer is not located in a country that is subject to a UN, US, or EU embargo and trade restriction; and

13.2.2 Customer is not listed on any UN, EU, US export and sanctions list of prohibited or restricted parties.

13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.

14. Licensed Software Terms.

14.1 Subject to any usage limitations set forth on the Quotation, Philips grants to Customer a non-exclusive, non-transferable license, without the right to grant sub-licenses, to incorporate and use the software (as specified on the Quotation, whether embedded or stand-alone) ("Licensed Software") in Products and the permitted use (as referenced in the instructions for use/Quotation) in accordance with these Conditions of Sale.

14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.

14.3 Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Customer may not reproduce, sell, assign, transfer, or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.

14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, or reverse engineer the Licensed Software.

14.5 The Licensed Software may only be used in relation to Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.

14.6 Philips and its affiliates shall be free to use any feedback or suggestions for modification or enhancement of the Licensed Software provided by Customer for the purpose of modifying or enhancing the Licensed Software as well as for licensing such enhancements to third parties.

14.7 With respect to any third-party licensed software, Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with Customer and make reasonable effort to procure a solution.

15. Confidentiality.

15.1 If any of the parties have access to confidential information of the other party, it shall keep this information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.

16. Compliance with Laws and Privacy.

16.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

16.2 Processing of personal data: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal data. Philips and/or its affiliates will: a) process any protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer, the terms, rights and responsibilities of the parties for such processing of PHI are set forth in a Business Associate Agreement between the parties and b) process information such as log files or device parameters (which may contain personal data), to provide the services and 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).

16.3 Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.

17. Force Majeure.

17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.

17.2 If force majeure prevents Philips from fulfilling any order from Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

18. Miscellaneous.

18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.

18.2 If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.

18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

18.5 The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations.

18.7 Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips.

18.8 These Conditions of Sale shall be governed by the laws of the country or state wherein the Philips legal entity identified in the Quotation is situated, and the parties submit to the exclusive jurisdiction of the courts of that country or state, provided that Philips will be entitled to start legal proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded.

18.9 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:

18.9.1 may have caused or contributed to a death or serious injury, or

18.9.2 have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.

18.10 To the extent applicable in Customer's country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Products pursuant to these Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

18.11 As of the date of the sale of this Product, Philips represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for Products provided under these Conditions of Sale (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Products hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Products not yet shipped prior to a date of exclusion.

18.12 To the extent applicable in Customer's country or state, it is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

18.13 To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under these Conditions of Sale for any Products purchased hereunder.

18.14 Entire Agreement. These Conditions of Sale, the terms and conditions set forth in the Quotation and the applicable Philips' product-specific warranty constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the Quotation and supersede any previous understandings, or agreements between the parties, whether written or oral, regarding the transactions contemplated by the Quotation. The pricing in the Quotation is based upon the terms and conditions in the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the Quotation.

19. **Product-specific terms**.

19.1 Product-specific schedules are incorporated herein as they apply to the Products listed in the Quotation and their additional terms shall apply solely to the Products specified therein. If any terms set forth in the Product specific schedules conflict with terms expressly set forth in these Conditions of Sale, the terms expressly set forth in the Product specific schedule shall govern in such instance.

PHILIPS

Schedule 1
Imaging Systems Portfolio (IS) (Rev 24)

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD) fka Volcano (capital only)
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	OEM Imaging Components (Coils)
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT)
	Radiation Oncology (PROS)

1. **Payment Terms**.
Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each of the products and integration services as follows:

1.1 For Imaging Systems Portfolio:

1.1.1 0% of the purchase price shall be due with Customer's submission of its purchase order.

1.1.2 80% of the purchase price shall be due on delivery of the major components of the Product to Customer designated location or Philips warehouse. Product installation will not begin until Customer has paid this portion of the purchase price.

1.1.3 Subject to Section 6.2 of the Conditions of Sale, 20% of the purchase price shall be due net thirty (30) days from the invoice date based on Product(s) availability for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.

2. **For IGT Fixed Systems**.

2.1 Project management support is provided at no additional cost.

2.2 Delivery and installation are included in the purchase of the system.

2.3 For Catalyst systems, warranty is included and starts when installation is completed, and system is accepted by Customer.

3. **Additional Customer Installation Obligations for Magnetic Resonance (MR)**.

3.1 Customer shall provide any and all site preparation and shall be in compliance with all radio frequency (RF) or magnetic shielding and acoustical suppression and building codes relevant to the Product and its installation and use.

3.2 If applicable, Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required details include:

3.2.1 Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.

3.2.2 Completed Helium Exhaust Pipe Verification Checklist (Provided by local Philips Project Manager).

3.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.

3.3 If applicable, Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

3.4 Costs of equipment preservation, to ensure a high-quality system, will be passed to Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of Customer. Preservation of equipment is required to prevent exposing equipment to the negative effects of a non-climate-controlled construction environment, where there is dust or high humidity. Climate control could include costs associated with ensuring a climate- controlled environment. Activities and expenses required for preservation may include time, materials, and transportation to package and seal, and transport the equipment to a controlled environment to prevent dust from entering the equipment. For MR, as may be applicable, this includes the consumption of Helium for life support.

4. **Further use of System Data**.

4.1 Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software.

4.2 Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data, which is anonymized data or aggregate log files, device parameters and other signals collected from the equipment used by Customer and associated with Customer. Customer agrees that Philips may use and disclose Mandatory Data for Philips' own business purposes (including, but not limited to, for data analytics activities to determine trends of usage of Philips' or its affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes). In connection with any disclosure of Mandatory Data, Philips will not associate such data with the Personal Data of Customer's patients, consumers, or employees.

PHILIPS

Schedule 3
Cardiac Informatics Portfolio (CAI) Schedule (Rev 24)

Product Category	Products
Cardiology Informatics (CAI)	Hemodynamics (Xper IM, Philips Hemo)
	IntelliSpace Cardiovascular, Cardiovascular Workspace (ISCV)
	IntelliBridge Enterprise Licensed Software (IBE)

1. **Definitions**.
   - **1.1** Any capitalized term used in this Schedule shall have the meaning ascribed to it in the main body of the Conditions of Sale.
2. **Payment Terms**.
   - **2.1** Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt based on the invoice date for each Product as follows:
     - **2.1.1** 0% of the purchase price shall be due with Customer's acceptance of the Quotation.
     - **2.1.2** 80% of the purchase price shall be due on delivery of the major components of the Product to Customer designated location or Philips warehouse. Product installation will not begin until Customer has paid this portion of the purchase price.
     - **2.1.3** 20% of the purchase price shall be due net thirty (30) days from the date the Product is available for first patient use. Available for first patient use means the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.
3. **Installation**.
   - **3.1** In addition to the obligations set forth in Section 7 Site Preparation and Installation, Customer installation must begin within eight (8) weeks of receipt of delivered Product and completed within six (6) months or as set forth in the statement of work (SOW), whichever is longer.
4. **Customer Room Preparation Responsibilities**.
   - **4.1** In addition to the requirements set out in section 7 of the Conditions of Sale, Customer is responsible for the following site preparation and installation activities:
     - **4.1.1** Customer is responsible for all activities and costs necessary to prepare the facility for installation of the Product 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.
     - **4.1.2** 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.
5. **Archive Requirement**.
   - **5.1** Customer is required to have an archive for any IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) system provided hereunder. If Customer provides its own storage, Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) 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.
6. **Certified Hardware**.
   - **6.1** Philips shall install the Licensed Software solely on certified hardware pursuant to Philips' specifications where such certified hardware is identified and located on Philips website Hardware Specifications – Philips . http://www.usa.philips.com/healthcare/product/HCNOCTN198/intellispacecardiovascular?int_origin=2_HC_landing_na_us_en_clinical_informatics_cardiology_informatics_more
7. **Storage Sizing**.
   - **7.1** 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 Cardiology and HCIS picture archive communication system solution. Customer is responsible determine what storage archive device types and sizes are required to support its, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE), whether through procurement from Philips 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 part of its decision making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by
     - **7.1.1** changes in the types and amount of modality equipment used,
     - **7.1.2** technician discretion in file size creation, and
     - **7.1.3** clinical protocols within a department. Customer is solely responsible for system administration for the IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE), solution, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change.
8. **Unauthorized Patches and Anti-Virus Updates**.
   - **8.1** Customer's installation or use of
     - **8.1.1** operating system patches, updates or upgrades;
     - **8.1.2** anti-virus updates (except to the DAT files i.e. virus definitions); or,
     - **8.1.3** 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 Licensed Software. Philips shall perform validation testing of certain Microsoft operating systems, and certified anti-virus software published in the documentation during the warranty period. 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 Licensed Software application is the sole responsibility of Customer under this Agreement. Accordingly, anti-virus issue resolution is Customer's responsibility and expense.

9. Interfaces.

9.1 Xper IM, Philips Hemo IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software Interfaces (IBE). Philips' obligation to provide any Xper IM, Philips Hemo, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) interfaces is expressly conditioned upon Customer enabling its Hospital Information System (HIS) system to send and receive HL7 messages to and from the applicable Philips products by the date the products are available for first patient use. 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 against the applicable purchase order. 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.

10. Customer Controlled Workflow Tools.

10.1 Certain Philips products contain Customer maintained tools used in the creation and maintenance of interfaces, forms, screens, reports, data mappings, and calculations (Customer Controlled Workflow Tools). Because these tools control what information is presented to the end-user and how the information is presented, Customer must thoroughly test and validate each interface, form, screen, report, mapping, and calculation after making any changes to the Product or to external systems that supply data to the Philips product. Failure to do so could result in information being presented to the end-user is a manner different than originally configured, less desirable to the patient care giver and negatively impacting patient care outcomes. Therefore, prior testing of any of the above changes by Customer is recommended by Philips. In all cases, Customer is solely responsible for data field population in Philips products directly arising from;

10.1.1 Customer's use of Customer Controlled Workflow Tools; or,

10.1.2 Through the receipt of information delivered from a non- Philips information system that has been modified post project implementation test. These factors are not within Philips control.

11. Frequent Data Backup/Disaster Recovery Responsibility.

11.1 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 Products. 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 performing frequent backups of any data, patient information or images residing on the repository database, on Philips Products, or an archive, 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 7.1 (Storage Sizing), Philips does not provide the storage archive or Client Devices to be used with the Products. These are Customer provided and not included in this purchase.

12. Statement of Work (SOW).

12.1 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.

13. Support Services.

13.1 During the applicable product warranty period, Philips shall provide, at no charge to Customer, Philips' then- current in- warranty service for the products. Customer must provide Philips with remote access to the Products and shall use Philips Remote Service Data Centre (PRSDC) service to enable Philips to access the system to perform its support obligations.

13.2 Warranty exclusions set forth in Section 9.6 of Conditions of Sale also apply to Support Services hereunder. The conditions that resulted in the exclusion of product warranty coverage, set forth in Section 8.6, shall also apply to any service provided during an in- warranty or post warranty coverage period.

14. Systems Administration Requirement.

14.1 Customer, at all times, shall have a designated systems administrator that has completed systems administration training for the version of the product running at Customer's site. Systems administration training is set forth in the Quotation.

15. Migration.

15.1 Philips standard migration tool set-up service (Migration Tool Set-Up Service) consists of Philips installing a migration solution tool, configuring the migration interface, testing the migration solution tool, and training Customer to operate and manage the migration tool for Customer to perform the data migration (Migration Set-up Tool Activities). For the purposes of clarification, Migration Set-Up Activities do not include Philips performing the migration, including starting and stopping the migration tool process, loading off-line media, monitoring the process, and correcting the migrated data (and not any Data Migration Project Management Consulting Service).

15.2 Unless Customer purchases a separate data migration project management consulting service from Philips and signs an SOW clearly indicating that Philips will be performing and managing the data migration on Customer's behalf (Data Migration Project Management Consulting Service), Philips is responsible solely to perform the Migration Set-Up Activities.

15.3 In all instances, Philips shall have no responsibility under either its Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to:

15.3.1 locate missing studies;

15.3.2 fix corrupt media or studies; or,

15.3.3 repair failed Customer legacy hardware discovered during the migration service.

15.4 Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to migrate studies affected by the foregoing events. Additionally, Customer shall have the sole responsibility to estimate the number of studies required to be migrated and to pay any additional costs that result from an inaccurate estimate.

PHILIPS

Schedule 4
Hospital Patient Monitoring & Hospital Respiratory Care (HRC) Portfolio (Rev 24)

Product Category	Products
Measurement and Monitors	IntelliVue Patient Monitors and Systems
	IntelliVue Telemetry System
	Fetal Monitors
	SureSigns/EarlyVue Vitals Monitors
	Clinical measurements
	MR Patient Care Monitors
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	IntelliSpace Perinatal
	IntelliBridge Family of Solutions
Sleep Therapy	DreamStation
	DreamStation Accessories
Respiratory	Ventilators
Airway Clearance	Cough Assist
Hospital Respiratory Care Supplies	Patient Interface (Masks & Cannulas)
	Circuits
Diagnostic Cardiology Solutions	Stress Testing System (ST80i)
	Holter Monitoring System (DigiTrak)
	Cardiographs (PageWriter)
	IntelliSpace ECG
Respiratory Drug Delivery (RDD) Supplies	Aerosol Mask SideStream Nebulizers Sidestream Plus Threshold IMT
	Optichamber LiteTouch Masks
	Peak Flow Misc Asthma Mouth Pieces Optichamber Diamond
	Peak Flow Meters ProChamber Asthma Pack

1. **Prices**.
1.1 Unless stated otherwise on the face of the Quotation, the Quotation will remain valid for ninety (90) days unless withdrawn or changed by Philips.

2. **Orders**.
2.1 Notwithstanding Section 7 of the Conditions of Sale in the Quotation, Philips reserves the right to charge a shipping fee for Hospital Respiratory Care and Respiratory Drug Delivery supplies.
2.2 Orders for Hospital Respiratory Care and Respiratory Drug Delivery supplies are accepted through:
Philips Healthcare eStore: (https://www.patientcare.shop.philips.com/);
Phone: 800-225-0230;
Email: medical.supplies@philips.com; and
Fax: 800-227-7843

3. **Payment Terms**.
3.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:
3.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
3.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.
3.3 Payment terms are subject to credit approval.

4. **Return Policy**.
4.1 If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.

4.1.1 The Customer Services Department of Philips Healthcare Supplies Center in Nashville, TN must authorize all returns of medical supplies. Please call 1-800-225-0230 for a return authorization number. Customer shall pay all shipping charges for returns.

4.2 Returns after sixty (60) days of shipment shall be subject to a restocking charge of fifteen percent (15%).

4.3 Philips does not accept returns of Supplies Products that have been opened, are expired or damaged. Please contact Philips Healthcare at 1-800-225-0230 for guidance on any returns.

5. Installation.

5.1 For products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Philips. For products without installation included in the purchase price, acceptance by customer occurs upon delivery. If Customer schedules or delays installation by Philips more than thirty (30) days after delivery, Customer's acceptance of the products will occur on the thirty-first (31st) day after delivery.

5.2 Installation of the mounted Philips patient monitor with or without modules and accessories onto third party medical carts will align with the guidance set forth in the current International Electrotechnical Commission (IEC) 60601-1 publication, including but not limited to Section 9.4, Instability Hazards. The IEC publication addresses the general requirements for basic safety and essential performance of medical electrical equipment. Accordingly, any third party medical cart receiving installation of the mounted Philips patient monitor must have 4 wheels with locking mechanism. Customer understands and agrees that it must confirm to Philips that its medical carts have 4 wheels with locking mechanism as a prerequisite for the sale and installation of the mounted Philips patient monitor. Customer will comply with Philips' process for confirmation, which includes the following: (i) an email from Customer to the Philips sales representative confirming that the prerequisite has been met and (ii) an on-site verification by Philips.

6. Philips IntelliVue Products.

6.1 The following applies in the event Customer elects to use the Philips IntelliVue Information Center on Customer provided general network versus dedicating a separate Philips provided IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips IntelliVue bedside Vital Signs or IntelliVue Patient Monitors

6.2 The Philips IntelliVue Information Center is a secondary vital signs monitoring tool that is used by Customers to monitor the activity arising from alarms that sound from a Vital Signs Patient Care Monitor at the patient bedside. Philips advises that the likelihood of network or bandwidth outages is generally greater when using a medical device on a general network vs. a network dedicated solely to its use. In the event of a network or bandwidth outage were to directly affect the Philips IntelliVue Information Center's ability to communicate with a bedside Monitor, the Philips IntelliVue Information Center would not be available to get real time alarm information from a bedside Monitor. Accordingly, Customer is reminded that its nursing protocols at the patient room floor must be based on using the Philips bedside Monitor, at all times, as the primary medical device to use and respond to, for monitoring patient's vital signs at the patient bedside.

7. Clinical Informatics Products, and Philips IntelliVue Information Center Product Family.

7.1 The following additional terms shall apply:

7.1.1 Anti-Virus.

7.1.2 Philips does not sell anti-virus software with these products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the products. Use of anti-virus in a manner not recommended in the user manual or without patch validation with Philips is Customer's sole responsibility or risk.

7.1.3 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide for details.

7.2 Prior Validation of Operating System (OS) Updates and/or Upgrades.

7.2.1 Operating System patches introduced by Original Equipment Manufacturers (OEM) can impact the performance of the application resulting in a risk to Patient Safety.

7.2.2 Customers are prohibited from applying operating system patches, point releases, updates, and/or upgrades ("OS Modifications"), prior to their validation by Philips for use with Clinical Informatics Products, and IntelliVue Information Center Family of solutions. Customer is solely responsible for issues arising from use of these products with a non-validated OS Modification. Philips shall post on its technical support website which OS Modifications are validated and approved for use with these products. Philips shall have no obligation under a warranty or services to resolve technical issues arising from these products being run with non-validated OS Modifications and Philips will require that Customer roll back the OS to a validated and approved version prior to being obligated to perform.

7.2.3 Technical issue resolution under warranty or service. Philips provides a third-party software validation tool with IntelliSpace Perinatal. Customers are prohibited from applying an OS Modification – including Microsoft security updates - to IntelliSpace Perinatal prior to running an OS Modification through the third party validation tool for IntelliSpace Perinatal.

7.2.4 Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. These documents have product-specific vulnerability updates and security-related information such as supported anti-virus software, OS security features, and remote service. Customers can access Philips InCenter portal to access update information.

7.2.5 It is Customer's responsibility to deploy applicable, validated updates at their discretion. http://www.usa.philips.com/healthcare/about/customer-support/product-security.

7.2.6 See "Security for Clinical Networks" document for additional security related information, accessible on the InCenter (mizecx.com) https://philips.mizecx.com/login.html service portal.

7.3 Interfaces.

7.3.1 Philips' obligation to provide any interfaces is expressly conditioned upon Customer enabling its HIS system to send and receive HL7 messages to and from the applicable Philips products by the date Philips' products are available for first patient use. If Customer has not fulfilled its interface obligations in a reasonable amount of time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Upon Philips' issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

7.4 Frequent Data Backup/Disaster Recovery Responsibility.

7.4.1 Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or back up of data and images processed by the system. Customer is responsible for performing frequent backups of any data, patient information, or images residing on the repository database, on Philips products, or an archive. Recommendations around disaster recovery are included in "Security for Clinical Networks" Section14, accessible on the InCenter (mizecx.com) service portal.

7.5 Statement of Work.

7.5.1 Professional services performed in connection with this transaction shall be performed pursuant to a Statement of Work, which the parties will execute and attach to the Quotation, subject to the terms set forth in the Quotation.

8. Support Services.

8.1 To the extent services for any other products are set forth in the Quotation, such service shall be per the Philips then current Terms and Conditions of Service for the period of time indicated on such Quotation, which will be provided by Philips and attached hereto.

8.2 CLINICAL SERVICES. If included in the Quotation, Philips will provide implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of installation and clinical education will vary by new version, update, or fix and will be defined by Philips at Philips' sole discretion.

8.2.1 After Hours Support. If included in the quote, Clinical Implementation after hour support will be provided between the hours of 7pm-7am, including weekends and holidays if needed.

8.2.2 Go-Live Support. Philips will provide clinical go-live support (onsite, remote or a combination thereof) during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.

8.2.3 Clinical Education. Clinical services will be scheduled (onsite, remote or a combination thereof) between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours, at an additional cost.

8.2.3.1 Clinical Education class size is limited to ten (10) participants.

8.2.3.2 Customer will provide a suitable location for on-site classroom education; and

8.2.3.3 Customer will provide full and free access and use of the Covered System for Education.

8.2.4 Equipment Configuration. Configuration services will be scheduled between 7:00 AM – 7:00 PM Monday through Friday and are limited to the new software version implementation. Customer will provide access and use of their equipment. Configurations are based on current monitoring solution. If expert screen services are required, as determined solely by Philips, they are available at an additional cost.

8.2.5 User Acceptance Testing. Following implementation of a new software version or Equipment Configuration services. Philips and Customer will perform user acceptance testing. Philips will provide Customer with an electronic copy of the resultant configuration files and reports.

8.2.6 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight (10) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementations Services with Philips in accordance with this Exhibit, then Philips shall not be obligated to perform such Clinical Services.

8.2.7 Travel Expenses. Unless otherwise stated in the Quotation, Philips' travel expenses for all Clinical Implementation Services delivered at Customer site are included in the price described in the Agreement.

8.3 Post Warranty Service. Service coverage may vary depending on the product and the use of that product. Accordingly, if Customer elects to purchase post warranty service when Customer purchases products under this Product Specific Schedule, then Customer and Philips shall sign an amendment to the Quotation. This amendment shall incorporate the information on the face of the service Quotation addressing the description of the products being covered, the price of coverage, payment terms, the period of coverage, the level of support coverage, and the Philips Technology Update Service description, if purchased by Customer.

8.4 Warranty exclusions set forth in Section 9.6 in the Conditions of Sale also apply to Support Services. The conditions that resulted in the exclusion of product warranty coverage, set forth in above-mentioned Section 9.6 , shall also apply to any service provided during an in- warranty or post warranty coverage period.

9. Customer Supplied Network (CSN) Installation and Configuration Responsibilities.

9.1 Philips provides information on which patient monitoring devices (and in what locations) will be connected to the CSN following the standard IntelliVue Clinical Network design rules. During the CSN installation process, Philips is responsible for proper configuration and physical installation of the Philips patient monitoring products ("Philips Products"). In CSN situations, Philips does not configure the network or connect the Philips Products to the network. Customer has ownership of these tasks.

9.2 Customer Responsibilities:

9.2.1 Installation. It is Customer's responsibility to configure the network infrastructure devices as specified in the Philips CSN specification document. After Philips has completed physical installation of the Philips Products, it is Customer's responsibility to connect the Philips Products to the hospital network infrastructure, and to confirm the Philips Products have a network that meets the CSN specification document.

9.2.2 Ongoing Support. As it applies to the Philips Products being used with a CSN, it is Customer's responsibility to maintain the network in a manner that continuously adheres to the CSN specification. Additionally, it is Customer's responsibility to perform the first line of support for all questions related to the Philips Products at Customer site. It is Customer's responsibility to determine if the problem is a clinical issue, a Philips Products issue, or a network connectivity issue and to contact the responsible party for resolution.

9.3 Customer is reminded that, unless the Philips Products are being used in a telemetry fashion, the bedside monitor and bedside screen must be used as the primary patient alarm device.

9.4 Under no circumstances is Philips responsible for Customer's inability to use Philips Products (including but not limited to loss of patient alarms or data) due to any CSN outages, downtime, or customer failure's to properly maintain or configure the CSN.

10. Statement of Work.

10.1 Philips shall not accept orders for IntelliSpace Perinatal without a signed statement of work accompanying such order.

11. Sleep and Respiratory Care Products.

11.1 Preparation of Site/Installation/Training:

11.1.1 Site Preparation: Customer shall be responsible for providing the necessary environment and materials for the proper operation of the Products. In the event the site is not correctly prepared or equipment supplied by Customer is not functioning correctly, which requires Respironics to spend additional time installing products, or a second visit to Customer location, this additional time will be charged to Customer at Respironics standard daily rates plus expenses.

11.1.2 Installation: The configuration defined prior to the Respironics technician's arrival will be installed as part of these Conditions of Sale. Equipment that is not defined prior to arrival and requires additional time to install or a second visit to Buyer's location will be charged to Buyer at Respironics standard daily rates.

11.1.3 Training: If applicable, Buyer is responsible for having its personnel available and dedicated to training at the time of installation. Respironics will provide onsite training to technologists, physicians and other personnel in the operation.

11.2 Additional BiPAP Conditions: Respironics requires the dealer to have appropriate medical personnel on staff to support patient training and follow up. Such personnel include, but are not limited to, credentialed respiratory therapist, credentialed nursing personnel or physician's assistants.

PHILIPS

Schedule 6
Hospital Monitoring & Medical Consumables and Sensors (MCS) Portfolio (Rev 24)

Product Category		Products Consumables and Sensors (non-serialized)
Patient Care	Medical Consumables and Sensors (MCS)	Accessories
		Third Party Accessories
		Fetal Measurements
		Gas Measurements
		NIBP Cuffs
		Paper
		SpO2
		Temperature
	Newborn Solutions	Jaundice
		Calming and Soothing Therapy Support
	MR Patient Care (MRPC)	Accessories (disposable and reusable)
		ECG
		NIBP Cuffs
		ETCO2 Supplies
		SPO2
		Temperature
		Batteries
		Chargers
Diagnostic Cardiology Solutions	Medical Consumables and Sensors (MCS)	ECG Cables and Lead sets
		ECG Electrodes

1. **Prices**.
   1.1 Unless stated otherwise on the face of the Quotation, the Quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.
2. **Orders**.
   2.1 Notwithstanding Section 7 of the Conditions of Sale, Philips reserves the right to charge a shipping fee for Medical Consumables and Sensors.
   2.1.1 Orders for Medical Consumables and Sensors are accepted through:
   Philips eStore: (https://www.patientcare.shop.philips.com/);
   Phone: 800-225-0230, Option1;
   Email: medical.supplies@philips.com
   Fax: 1-800-227-7843 2.3
   2.1.2 Orders for MR Patient Care are accepted through:
   Philips eStore: (https://www.patientcare.shop.philips.com/);
   Phone: 800-225-0230, Option1;
   Email: medical.supplies@philips.com
   Fax: 1-800-947-3299
3. **Payment Terms**.
   3.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
4. **Return Policy**.
   4.1 If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.
   4.2 Customer Services Department of Philips Supplies Center in Nashville, TN must authorize all returns of medical supplies. Please call 1-800-225-0230 for a return authorization number. Customer shall pay all shipping charges for returns.
   4.3 Returns after sixty (60) days of shipment shall be subject to a 15% restocking charge.
   4.4 Philips does not accept returns of Consumables Products that have been opened, are expired or damaged. Please contact Philips at 1-800-225-0230 for guidance on any returns.
5. **Third Party Accessories**.
   5.1 HP Pro Mini 400 G9 Desktop PC ("HP Pro Mini 400"):
   5.1.1 The HP Pro Mini 400 G9 Desktop PC is a third-party accessory product for which Philips is the reseller.

5.1.2 With regard to the warranty, Section 9.8 under the Warranty section of this agreement applies. Any third-party warranty or service solutions shall be passed on to Customer for this product. For further information on the warranty, Customer will contact the manufacturer.

5.1.3 Philips does not provide any maintenance or repair services for the HP Pro Mini 400. Philips does not provide anti-virus software for Customer's HP Pro Mini 400; Customer is responsible for purchasing anti-virus software or apps and for managing all virus issues in connection with this product. The HP Pro Mini 400 does not include any security software. Customer is responsible for managing and maintaining firewalls or other appropriate security and privacy measures for data residing on the HP Pro Mini 400.

5.1.4 If the HP Pro Mini 400 is connected to a computer network, Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software.

PHILIPS

Schedule 14

ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER (Rev 24)

1. Services.

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

1.1 Technology Maximizer Essential

1.1.1 Maintain Equipment at latest configuration as follows:

1.1.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");

1.1.1.2 Third party operating system (OS) updates;

1.1.1.3 Any available safety and security updates which are included in a major release;

1.1.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and

1.1.1.5 Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.

1.2 Technology Maximizer Plus

1.2.1 Maintain Equipment at latest configuration as follows:

1.2.1.1 All Technology Maximizer Essential deliverables listed above;

1.2.1.2 Software upgrades to previously purchased Philips Licensed Software on the Equipment other than the Core System Software such as ancillary applications which accomplish specialized clinical functions on the Equipment;

1.2.1.3 Application training for new or enhanced functionality included in upgrades to Licensed Software noted in 1.2.1.2; and

1.2.1.4 Computer hardware replacement necessary to support software upgrade, as/if needed. This entitlement is limited to one replacement unless specifically included otherwise in the Quotation.

1.3 Technology Maximizer Pro

1.3.1 Selected access to future clinical innovation released during term of agreement as follows:

1.3.1.1 All Technology Maximizer Plus deliverables listed above; and

1.3.1.2 New features and/or applications within selected clinical area, as specified in the Quotation determined by Philips as eligible in the Technology Maximizer Pro program.

1.3.1.3 Advanced training for new features and/or applications provided under 1.3.1.2.

1.4 Technology Maximizer Premium

1.4.1 Full access to future clinical innovation across selected clinical domains released during term of agreement as follows:

1.4.1.1 All Technology Maximizer Pro deliverables listed above; and

1.4.1.2 New future clinical features and/or applications across selected Philips clinical domain on the Equipment as specified in Quotation determined by Philips as eligible in the Technology Maximizer Premium program.

2. Terms and Conditions of Technology Maximizer.

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

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

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

2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:

2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;

2.4.2 supported by the Equipment hardware and configuration; and

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

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

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

2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:

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

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

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

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

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

2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all 3rd party software publishers' upgrades is at the sole discretion of the software publisher and only to the extent made available to Philips. All such 3rd party software is subject to prior validation by Philips for use with the Equipment. Philips validation of 3rd party software includes without limitation screening for safety issues, processing delays, or image distortion. Any

upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

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

PHILIPS

7. Warranty

CARDIAC INFORMATICS (CAI) SYSTEMS
PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the Quotation. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the Quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. **System Warranty.**
   - **1.1** Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Cardiac Informatics Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period as defined in section 4 after completion of installation and availability for first patient use.
2. **Planned Maintenance.**
   - **2.1** During the warranty period, Philips' personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00am and 5:00pm local time, excluding Philips' observed holidays.
3. **System Options, Upgrades or Accessories**.
   - **3.1** Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of:
     - **3.1.1** upon termination of the initial warranty period for the System as set forth in Section 4 below on which the option, upgrade or accessory is installed; or,
     - **3.1.2** after ninety (90) days for parts only from the date of installation.
4. **Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE).**
   - **4.1** For Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE) the following warranty terms shall apply:
     - **4.1.1** Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE): For a period of ninety (90) days from the date that Licensed Software is available for first patient use, Philips warrants that such Licensed Software shall substantially conform to its documentation. Licensed Software upgrades do not include hardware costs.
     - **4.1.2** Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE): Philips warrants that any Philips' provided hardware purchased with the exception of patient cables and/or disposable items (which have no warranty), shall be free from material defects in material and workmanship under normal use and service for a period of twelve (12) months beginning on the date the System is available for first patient use.
5. **Warranty Exclusions**.
   - **5.1** The following additional warranty exclusions shall apply to:
     - **5.1.1** use of an Xper IM, Xper Flex Cardio IM, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) with a client device with less than a 100mbit connection to the server software for such products; or
     - **5.1.2** use of the IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) on a workstation without a 3-D video card as required in the Quotation.
6. **System Software and Software Updates**.
   - **6.1** The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.
   - **6.2** Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.
   - **6.3** All software is and shall remain the sole property of Philips or its software suppliers.
   - **6.4** Use of the software is subject to the terms of a separate software license agreement.
   - **6.5** No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.
   - **6.6** Any Philips' maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.
   - **6.7** Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents and its authorized employees of Customer only.
7. **Warranty Limitations.**
   - **7.1** Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.
   - **7.2** Any refund will be paid, to the Customer when the product is returned to Philips.
   - **7.3** Warranty service outside of normal working hours (i.e. 8:00am - 5:00pm in the time zone where the Customer is located, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
   - **7.4** This warranty is subject to the following conditions:
     The product:
     - **7.4.1** is to be installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);
     - **7.4.2** is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and,
     - **7.4.3** is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.
     - **7.4.4** Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading

of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

7.5 Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

7.6 Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product.

7.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

7.8 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-NFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

8. Philips' Remote Services Network (RSN).

8.1 Customer will:

8.1.1 provide Philips with a secure location at Customer's premises to store one Philips' Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or,

8.1.2 provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips' products and services and aggregation into services).

8.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided.

8.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the products.

9. Transfer of System.

9.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

9.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

9.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

9.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

10. Limitation of Liability.

10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 10.1:

10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.

10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. Force Majeure.

11.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemics, acts of any civil, military, or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction request. For clarity, Customer requests shall not be considered 'government' requests under this section.

PHILIPS

Customer Information:
Customer #: 94025989
The Board of Trustee of the University Of Alabama
for the University of Alabama Hospital
619 19th St S
Birmingham, AL 35249-0001

Quote #: 2036149
Quote Date: 12/19/2024
Valid Until: 3/18/2025

Presented by:
Justin Helms
Philips Healthcare a division of Philips North America LLC
Attn: Service Contracts
414 Union Street
Nashville, TN 37219
Email: justin.helms@philips.com

Philips Healthcare POS Service Agreement

1. This Agreement Quote contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this agreement. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without prior written consent of Philips.

2. Term: Upon full execution by both parties, Philips will begin providing the "Services" on the "Equipment" as described and listed in Attachment A under this Agreement on **Upon warranty expiration** (the "Effective Date"). Unless terminated early as permitted under this Agreement, this Agreement will expire on **60 months after warranty expiration** (the "Term"). The overall Term length of this agreement is **60** months; however, individual assets may vary based on start and end dates listed on Attachment A.

3. The following are hereby attached to and incorporated into this Agreement: Attachment A, "Services" description and "Equipment" listing; Attachment B, Applicable Service Coverage Definitions; Attachment C, Subcontracting & Agency Authorization, if applicable (requires a separate signature); Attachment D, Philips Official Service Holiday Schedule; Attachment E, Philips General Customer Service Terms & Conditions and applicable Service Exhibits included and hereby incorporated herein.

4. Price: In consideration of the Services provided by Philips under this Agreement, Customer will pay in advance pursuant to the selections made in the box below and the payment terms set forth in the Service Terms and Conditions (Attachment E).

Billing Frequency Selection (input required):
☐ Monthly ☐ Quarterly ☐ Semi-annual ☐ Annual (required if annual value <100K) ☐ Lump Sum (Full Term Amount)

Purchase Order Selection (input required):
☐ Purchase Order is enclosed and reflects the correct billing address for invoice distribution.
☐ Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. ***Initialed***: _____
☐ For POS Only: Our facility does issue formal purchase orders; however, due to our business/system limitations, we cannot issue a formal purchase order until _____days prior to warranty expiration. ***Initialed***: _____
If no PO is being provided, please provide Billing Address: _____

Electronic Invoicing (input required):
Please send all invoices via this AP distribution email address: _____

GPO Affiliation (input required): ☐ Yes ☐ No **If yes, please provide GPO name:** _____

The parties to this Agreement have signed this Agreement by their duly authorized officers on the date written below.

Philips Healthcare, a division of Philips North America LLC

Electronically signed by: Emily Pontz
Reason: "I Approve"
Date: Dec 20, 2024 12:59 EST

Signature: _____
Printed Name: Emily Pontz
Title: Contracts Manager
Date: 20-Dec-2024

The Board of Trustee of the University Of Alabama for the University of Alabama Hospital

Signature: _____
Printed Name: _____
Title: _____
Date: _____

PHILIPS

ATTACHMENT A

1. PRICING SUMMARY

SITE #	SERIAL #	SYSTEM TYPE	LOCATION	CONTRACT COVERAGE	ADDED OPTIONS	CONTRACT START DATE	CONTRACT END DATE	ANNUAL BILLING VALUE	ANNUAL CONTRACT VALUE	TOTAL CONTRACT VALUE	COMMENTS
TBD 1	TBD 1	Azurion 7 B20	The Board of Trustee of the University Of Alabama for the University of Alabama Hospital (BPN: 94025989)	Protection	Ext. Cov. Hrs : 7am to 12am M-F (Uptime/Protection), Flex Vision, Flex Spot, Interventional Tools	Upon Warranty Expiration	60 Months After Warranty Expiration	$142,626.24	$142,626.24	$713,131.20	Q-00400697
TBD 2	TBD 2	UPS	The Board of Trustee of the University Of Alabama for the University of Alabama Hospital (BPN: 94025989)	26-150 k VA UPS		Upon Warranty Expiration	60 Months After Warranty Expiration	$5,539.44	$5,539.44	$27,697.20	Q-00400697
TBD 3	TBD 3	Injector	The Board of Trustee of the University Of Alabama for the University of Alabama Hospital (BPN: 94025989)	Injector		Upon Warranty Expiration	60 Months After Warranty Expiration	$4,420.44	$4,420.44	$22,102.20	Q-00400697
TBD 4	TBD 4	Tech Max	The Board of Trustee of the University Of Alabama for the University of Alabama Hospital (BPN: 94025989)	Technology Maximizer Essential		Upon Warranty Expiration	60 Months After Warranty Expiration	$10,204.20	$10,204.20	$51,021.00	Q-00400697
TBD 5	TBD 5	Azurion 7 B20	The Board of Trustee of the University Of Alabama for the University of Alabama Hospital (BPN: 94025989)	In Warranty Coverage	Ext. Cov. Hrs : 7am to 12am M-F (Uptime/Protection)	Upon Warranty Expiration	60 Months After Warranty Expiration	$0.00	$0.00	$0.00	Q-00400697
							Totals:	**$162,790.32**	**$162,790.32**	**$813,951.60**	

- GPO CONTRACT REFERENCE (REQUIRED): Vizient Supply LLC XR0703

Pricing shown is valid for 90 days from 12/19/2024 and does not include applicable taxes.

PHILIPS

2. ADDITIONAL INFORMATION

Ext. Cov. Hrs : 7am to 12am M-F (Uptime/Protection)
Extended labor and travel coverage for on-site corrective and planned service from 7:00 am - 12:00 am, Monday - Friday, excluding Philips published holidays.

SVC00237 Flex Vision Coverage
Repair of the Philips FlexVision viewing solution.

SVC01752 Flex Spot Coverage
Repair of the Philips Flex Spot

SVC00320 Interventional Tools
Comprehensive parts and labor support for Interventional Hardware and Software, unless the base plan does not include labor, in which case the part only will be provided

SVC00329 26-150 k VA UPS
All labor and parts (except batteries) as necessary.
Includes One UPS Module PM and One Battery PM per year during Normal Business Hours (Mon-Fri 8am-5pm) on three phase UPS.

SVC00386 Injector
Comprehensive parts and labor support for CV INJECTOR, unless the base plan does not include labor, in which case the part only will be provided.

SVC24932 Technology Maximizer Essential
Philips Technology Maximizer Essential is a software release upgrade program that drives clinical performance, and optimizes equipment lifecycle by keeping your Philips system technology up to date during term of the agreement. Technology Maximizer Essential provides core software upgrade to the latest compatible software release when available, and clinical education to support use of upgrade functionality. Professional installation by a Philips Field Service Engineer. In summary it includes: (1) Philips software updates for licensed software. (2) Operating system upgrades. (3) Safety and cybersecurity updates as approved and communicated by Philips for the system. (4) Application training for new or enhanced functionality and on licensed software. Training may be on-site or computer-based, as determined by Philips for each upgrade. - Computer hardware replacement to support software upgrade is not included, unless specifically defined as otherwise in the quotation. - Technology Maximizer Essential excludes clinical applications not currently licensed to the system.

- **Clinical Excellence Agreement**

The Philips *Clinical Excellence Agreement* offers you on demand continuous clinical support, and an on-going clinical relationship for your *Philips Image Guided Therapy Cardiovascular X-ray System* per the duration of your contract. A dedicated Philips Clinical Specialist will be assigned to assess and monitor on-going clinical education needs. An assessment of key users will be used to create a customized education and support plan to include elements below:

This Agreement provides you a combination of on-site and remote support activities by a Clinical Specialist during each contract year. These visits can be used for the following purposes and activities:

Annual Assessment – A Philips Clinical Specialist will provide an assessment of the comfort, confidence, and knowledge of the Customer's clinical staff. An assessment can be scheduled upon the mutual agreement of the parties and may consist of observation of workflow and interviews of staff. Delivery may be onsite or remote, depending on preference.

- **Online & Continuing Education**
  - Unlimited virtual Offsite Essentials and Advanced courses based on modality availability.

- Unlimited access to Philips Learning Center with full library of e-learning and on-demand online education This includes available Clinical Thought Exchange presentations, step- by-step guidance micro-learning videos, and on-demand webinars.
- Philips will provide up to 150 Continuing Education Credits (CEUs) from the American Society of Radiology Technology (ASRT). Philips will provide limited list of ASRT course offerings for the customer to select from which vary in CEU credit values. Unique access codes for selected courses will be valid for one person to use on a registered ASRT online account.

Site Optimization Visit – Philips Clinical Specialist will visit the Customer site, at a mutually agreeable date and time, to provide direct support for image quality, refresh, and site optimization as appropriate. The duration of the Site Optimization Visit may be one (1) to two (2) business days.

Unlimited On demand Remote*† Case Support – Case Support will be provided by a Philips Remote Clinical Specialist and scheduled upon Customer request. Case Support should be scheduled (2) business days in advance.

Live Case Support – Live Case Support will be provided by a Philips Clinical Specialist and scheduled upon Customer request. On-Site Live Case Support shall be scheduled five (5) business days in advance.

• **Clinical Telephone Support.** A Philips Clinical Specialist will be available from 8:00 a.m. – 5:00 p.m. Monday - Friday, to answer clinical questions related to the correct operation of the System, such as patient set-up and positioning to protocol selection and diagnosing image quality issues. It is the responsibility of the Customer to ensure its clinicians are adequately trained to operate the System. Clinical Support questions are typically addressed within thirty (30) minutes or less. Philips reserves the right to terminate a Clinical Support call if the Philips Clinical Specialist determines that the Customer is not properly trained. Clinical telephone support is not available for non-Philips systems.

**** IGT systems - Using Collaboration Live Remote Solution for qualified systems only.***

ATTACHMENT B: SERVICE COVERAGE DEFINITIONS

Plan Type	**Protection/Protection POS** Base entitlements for Protection coverage, not including added options listed on Attachment A, are as follows:
Uptime Guarantee	98% per contract year, as described in the uptime guarantee exhibit. Excludes LumiGuide.
Labor Coverage	Labor and travel coverage for on-site or phone support service 8am-9pm, M-F, excluding Philips published holidays.
On-site Labor Response	At customer's request, Philips service goal is to be on-site within 4 hours.
Planned Maintenance	Planned maintenance coverage from 8am–9pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips or the OEM for Non-Philips equipment. Current recommendations for service depends on modality and product model. Modality ranges are**: AMI:** 2-4 times/yr; **CT:** 2-6 times/yr; **DXR:** 1-2 times/yr; **IGT:** 1-2 times/yr; **MR:** 1-2 times/yr;
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Standard Parts Coverage	This provides coverage on parts used to maintain and repair the equipment, including both hardware and software items.
Parts Delivery	Earliest next day AM parts delivery: This provides delivery in most areas that can be accommodated by 8:30am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for heavyweight, oversized or hazardous parts).
Strategic Parts (By Modality)	**MR:** Magnet Maintenance Package included. Please refer to MR System Coverage Exhibit for full details. Surface Coils: For Philips systems, this includes repair or exchange of surface coils purchased from Philips limited to coils that have not been misused, abused or operated outside normal operating parameters. For Non-Philips Systems, coil coverage is limited to standard surface coils associated with the MR under service contract with Philips. Coil coverage excludes the Noras head frame, other high-end specialty coils and coils sold as part of the MR-OR solution. **AMI:** Crystals and Photomultiplier Tubes (PMT's), X-Ray Tube and the flat panel coverage (excludes mechanical damage on the grid) included for the Brightview XCT, X-Ray Tubes included for Precedence. Magnet Maintenance Package (MMP) and Surface Coils from Philips included for the Ingenuity TF PET MR. **DXR:** X-Ray tubes included on all systems except for PCR and CAD Chest Systems. 1 Flat Detector included on Digital RAD Single Detector systems, Juno and EasyDiagnost Eleva DRF (except Rel.5). Additional coverage for second flat detector must be purchased under "Added Options". 2 Flat Detectors included on Digital Diagnost Dual Detector. Detector coverage included **only** when it is specified under "Added Options" on MobileDiagnost wDR, DigitalDiagnost 3 or 4, EasyUpgrade DR, EasyDiagnost Eleva DRF Rel. 5, DuraDiagnost, ProGrade and CombiDiagnost. Wireless Detector Battery coverage included **only** when it is specified under "Added Options". Image Intensifier included on R/F systems except for Juno and CombiDiagnost. **CT:** X-Ray Tubes at Medium Level **IGT**: X-Ray Tubes, Image Intensifiers, Detectors. LumiGuide includes coverage of Optical Unit and Shape Reconstruction Unit.
Equipment Updates	For Philips Systems – operating system software and hardware reliability updates included. This includes on site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware. For Non-Philips Systems - Mandatory Field Change orders are the responsibility of the OEM.
Lifecycle Solutions Discount	20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.
Remote Services	This supports remote system diagnostics and monitoring. Philips and Non-Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	24/7 Technical telephone support.
Clinical Telephone Support	Clinical telephone support (for Philips systems only) from 8am-9pm, M–F. Excludes LumiGuide.
Solution Enhancements	Philips Service Information: This contains service management reports. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules. Annual customer loyalty meetings: These include a review of current and future performance goals of Philips equipment and service.
Clinical Excellence Agreement	IGT Fixed Systems Only – Provides on-demand clinical support. A dedicated Philips Clinical Specialist will be assigned to assess and monitor on-going clinical education needs. This Agreement provides you a combination of on-site and remote support activities by a Clinical Specialist during each contract year

ATTACHMENT D

Philips Official Service Holiday Schedule

When a holiday falls on a Saturday it will be officially recognized the Friday prior to the holiday. When a holiday falls on a Sunday it will be officially recognized the Monday after the holiday. Designated holidays may differ on an annual basis.

HOLIDAY	
New Years Day	January 1
Martin Luther King Day	January 15
Memorial Day	May 27
Juneteenth	June 19
Independence Day	July 4
Labor Day	September 2
Veterans Day	November 11
Thanksgiving Day	November 28
Day after Thanksgiving Day	November 29
Christmas Day	December 25

Company schedules are subject to change without notice.

GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS (Rev 24)

1. Services.

1.1 The services ("Service(s)") included in the quotation and/or Attachment A, as applicable (the "Quotation") will be provided by the Philips Entity ("Philips") entering into this Customer Service Agreement with Customer as identified in the Quotation. Philips will provide the Services to Customer for the equipment and software listed in the Quotation (the "Equipment") that is at the location in the Quotation (the "Site"), and certain Service deliverables will be provided for the exclusive benefit of the Site, under the terms and conditions described herein, including the Quotation, any exhibits and attachments, each of which are hereby incorporated (collectively, the "Agreement").

2. Access to Equipment.

2.1 Customer shall make the Equipment available to Philips at a mutually agreed date and time. If the Equipment is not available at the agreed upon time, Philips or Customer may attempt to reschedule the Service or cancel the Service. Philips may charge Customer at the then-current demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

3. Price.

3.1 In consideration for the Services to be performed by Philips, Customer shall pay the prices defined in the Quotation (the "Contract Price").

3.2 The Contract Price is a gross amount but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, consumption tax or any other similar tax, Philips will charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer in addition to the Contract Price. Customer shall provide Philips with an appropriate exemption certificate in advance of the date the Service is invoiced, or Customer shall pay all taxes per Philips' invoice.

3.3 Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing, during the term of the Agreement set forth in the Quotation and incorporated herein ("Term"). Such adjustment in pricing requires thirty (30) day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than Three percent (3%) change annually. Price adjustments shall be in accordance with:

3.3.1 For customers in the United States, the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at http://www.bls.gov/cpi.

3.3.2 For customers in Canada, the Consumer Price Index published by Statistics Canada on its website at https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes.

3.4 Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:

3.4.1 the location of the Equipment changes;

3.4.2 any ambient conditions of operation (e.g., installation or de-installation of air-conditioning system) of the Equipment at the location change;

3.4.3 any additional equipment is acquired by the end-user which should be added to the inventory list of Equipment;

3.4.4 the Equipment is (partly) removed or taken out of service by Customer; and/or

3.4.5 the incoming main power supply and protective earth configuration changes, becomes unreliable, or is no longer in accordance with the Equipment specifications.

3.5 List Price Harmonization. In an effort to simplify and harmonize Philips services and/or products portfolio pricing structure Philips may, no more than once during the term of the Agreement, unilaterally adjust the price list and discount schedule for services and/or products under this Agreement, with no impact to the current net price. Philips will:

3.5.1 Provide thirty (30) days' written notice prior to fixing the net price of the service(s) and/or product(s) sold under this Agreement for twelve (12) months (the "Lock Period") at the net price (the "Lock Price") of the service(s) and/or product(s) in effect at the time of Customer's receipt of the written notice.

3.5.2 Provide an updated Agreement price file showing the new list price and new discount, which together will not change the Lock Price set at the beginning of the Lock Period.

3.5.3 Upon termination of the Lock Period, the net price of the service(s) and/or product(s) will be maintained in the manner defined in the Agreement.

4. Payment.

4.1 Customer shall pay the Contract Price to Philips within thirty (30) days from the date of invoice in accordance with the instructions on the invoice.

4.2 Customer shall make any payments under this Agreement without any set-off, withholdings, or any other deductions.

4.3 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers or any other payment method; Philips imposes a surcharge on credit cards of two percent (2%), which is not greater than Philips' cost of acceptance. All check payments over $50,000 USD or CAD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

4.4 Customer shall pay interest on any amount not paid when due at the annual rate of twelve percent (12%) in the case of the U.S., which may be billed on a monthly basis or at the maximum rate permitted by applicable law for Canada.

4.5 If the Term of the Agreement is greater than one (1) year in duration, and Customer provides Philips a purchase order (PO) for a period of time less than the Term, then Customer will promptly provide Philips updated POs to fulfill the entire Term.

4.6 If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Agreement or by law, at its option:

4.6.1 withhold or suspend performance under the Agreement until all payments from Customer have been received by Philips;

4.6.2 deduct the unpaid amount from any undisputed amounts when due and otherwise owed to Customer under any agreement by Philips or any

of Philips' Affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with Philips ("control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity));

4.6.3 declare all sums outstanding to become immediately due and payable under the Agreement;

4.6.4 commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and/or if Customer does not cure its payment failure in accordance with Section 18.5.1, terminate this Agreement with ten (10) days' notice to Customer.

4.7 If Customer fails to pay any undisputed amount when due and has contracted with a third-party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

5. Exclusions.

The Services do not include, unless specifically agreed otherwise in the Quotation:

5.1 servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that is at the Site;

5.2 servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;

5.3 service specifically excluded in the Quotation;

5.4 any service necessary due to:

5.4.1 a design, specification or instruction provided by Customer or Customer representative;

5.4.2 the failure of anyone to comply with Philips' written instructions or recommendations;

5.4.3 any combining of the Equipment with other manufacturers' product or software other than those recommended by Philips;

5.4.4 any alteration or improper storage, handling, use, or maintenance of the Equipment, including any components, e.g., detectors, transducer, or coils, by anyone other than Philips' subcontractor or Philips;

5.4.5 damage caused by an external source, regardless of nature;

5.4.6 any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with, the Equipment, including any components, e.g., detectors, transducer, or coils;

5.5 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors, or explicitly excluded in the Quotation;

5.6 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;

5.7 the cost of consumables, accessories, and auxiliaries, including but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adapter cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;

5.8 cosmetic repairs;

5.9 the cost of factory reconditioning or rebuilds;

5.10 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates); and

5.11 maintenance or repair, including the cost thereof, of non-Philips manufactured products, unless specified otherwise in this Agreement.

6. <u>Customer Responsibilities</u>.

During the Term of this Agreement, Customer shall:

6.1 Comply with all applicable laws, rules, and regulations; Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips;

6.2 Report immediately to Philips, and reasonably cooperate with Philips in investigating, any event of which Customer becomes aware that suggests that any Services or products provided by Philips, for any reason:

6.2.1 may have caused or contributed to a death or serious injury, or

6.2.2 have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Services or products provided by Philips hereunder, unless otherwise required by law.

6.3 ensure that the Site is maintained in a clean and sanitary condition, and that the Equipment, product, and/or part is decontaminated prior to service, shipping, or trade-in as per the instructions in the user manual;

6.4 ensure the proper removal and disposal of any hazardous material;

6.5 maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);

6.6 use the Equipment in accordance with the published manufacturer's operating instructions;

6.7 make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;

6.8 provide Philips with broadband internet Wi-Fi access for business purposes;

6.9 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by:

6.9.1 supporting the remote connectivity with of a router or firewall or equivalent compatible service that complies with IPSec standards (router can be Customer owned or provided by Philips) for connection to the Equipment and Customer network; if the service device is provided by Philips, it remains Philips property and is only provided during the term of this Agreement; maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);

6.9.2 allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;

6.9.3 providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;

6.9.4 supporting the installation of service tools (as stipulated in Section 11) for connection to the Equipment and Customer network and by maintaining such connectivity to enable remote servicing as well as (automatic) downloads and installs of (security) updates of the service tools;

6.9.5 maintaining the established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection (e.g., by switching of the host computer of the MRI Equipment)); and

6.9.6 facilitating the reconnection by Philips in case of any temporary disconnection occurs;

6.10 If Customer fails to provide the access described in Section 6.9 and so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee and shall be responsible for any damage due to such failure;

6.11 provide Philips and its subcontractor's service personnel with full and free access to the Equipment at the scheduled service time;

6.12 if applicable, provide invitation letters and support visa application and travel requirements in case necessary; and

6.13 timely return defective spare parts to Philips in accordance with the terms of this Agreement; and ensure that all staff working on the Equipment covered under this Agreement are trained and qualified in accordance with all applicable laws and good industry practice.

7. Warranty Disclaimer.

7.1 Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, shall be performed in a good and workmanlike manner, subject to applicable Terms of Service, including any exclusions. Philips provides no additional warranties under this Agreement. All Services and parts provided under this Agreement are provided "as is". PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitations of Liability.

8.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PARTS AND SERVICES FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, TORT (INCLUDING NEGLIGENCE), UNLAWFUL ACT, OR OTHERWISE IN CONNECTION WITH THE SERVICE IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE SERVICE THAT GAVE RISE TO THE CLAIM.

8.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, AND/OR FOR ANY DAMAGES INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SERVICE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT,

INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE EQUIPMENT.

8.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SERVICE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

8.4 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 8.1:

8.4.1 THIRD-PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

8.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

8.4.3 OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION.

8.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

9. Intellectual Property Indemnification.

9.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.

9.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option:

9.2.1 procure the right for Customer to use the Service Item(s);

9.2.2 replace or modify the Service Item(s) to avoid infringement; or

9.2.3 refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 9.2 (1)-(3) above). The terms in this section 9.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

10. End of Life.

10.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR EQUIPMENT, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE.

10.2 If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

11. Proprietary Service Materials.

11.1 In connection with the Services, Philips may deliver or transmit to the Site certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer. The presence of

this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer hereby consents to this delivery, storage, attachment, installation, and use of such proprietary service materials, and Customer consents to the presence of a Philips' locked cabinet or box at the Site for storage of this property and to Philips' removal of all or any part of this property at any time, all without charge to Philips. Customer agrees to return any service tools that are no longer required on-site to Philips and to take responsibility for exportation, duties, fees, and transport cost, all in accordance with Philips' instructions; failure to do so entitles Philips to invoice Customer for the value of the respective tool. Customer will protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party and Customer will be liable for any violation thereof. Customer shall immediately report to Philips any violation of this provision.

12. Confidentiality.

12.1 Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees, and in the case of Philips, its Affiliates and subcontractors having a need to know such information to perform the transactions contemplated by this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Customer shall have the right to disclose pricing and other terms of this Agreement to Customer's attorneys, accountants, entities in which Customer maintains an ownership position in or a contractual relationship with, and other third parties retained by Customer (collectively "Customer Consultants".)

12.1.1 information in the public domain at the time of disclosure,

12.1.2 information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or

12.1.3 information that is required to be disclosed by law or by court order. The confidentiality obligations herein will expire five (5) years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it shall first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party.

13. Compliance with Laws & Privacy.

13.1 If any provision of these Conditions of Service is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Service, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision. The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

13.2 For customers in the United States, each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices, federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

13.3 To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).

13.4 To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services or parts pursuant to these Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these General Customer Service Terms and Conditions and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time, to these Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

13.5 Excluded Provider. As of the date of the sale of the Services, Philips represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Services and parts provided under these General Customer Service Terms and Conditions (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Services not yet rendered and parts not yet shipped prior to a date of exclusion.

13.6 To the extent applicable to your state, it is Customer's responsibility to notify Philips if any portion of the Quotation is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the Quotation is funded under ARRA on its purchase order or other document issued by Customer.

13.7 For those customers where Canadian Federal and/or Provincial privacy laws ("Canadian Privacy Laws") apply, Philips and Customer will comply with Canadian Privacy Laws in fulfilling their respective obligations hereunder. Customer acknowledges that Philips may be required, in limited circumstances, to store or grant access to Personal Data to the original equipment manufacturer (OEM) or its Affiliates located outside of Canada. Unless otherwise permitted by law, such disclosure will be limited to exceptional circumstances where it is necessary for the purposes of installing, implementing, maintaining, repairing, trouble shooting, or upgrading the Equipment, or where data recovery assistance from the OEM is necessary. Where required by law, any such disclosure will be limited to temporary access and storage for the minimum time necessary for the purpose and only as required in order to meet the requirements of this Agreement. Customer acknowledges and agrees that Customer is responsible for obtaining all required consents and providing all required notices to individuals to allow Philips and its subcontractors to process Personal Data for the purposes set out herein.

14. Processing of Personal Data.

14.1 During provision of the Services, Philips and/or its Affiliates may process information, in any form, that may qualify as personal data, which is information relating to an individual from which that individual can be directly or indirectly identified. Philips and/or its Affiliates will:

14.1.1 process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of Customer (the terms and conditions governing Philips' handling, processing, storage, or use of PHI are set forth in the Business Associate Agreement or Addendum between the parties) and

14.1.2 process information such as log files or device parameters (which may contain personal data) to provide the Services and 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.

15. Use of Non-Personal Data.

15.1 Customer agrees that Philips and/or its Affiliates may use any data other than personal data generated by the Equipment and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of Philips products and Services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.

16. Export Control.

16.1 The provision of Service may be subject to the granting of governmental export licenses. In the event that such licenses or an end-user statement are required, Philips will contact Customer immediately and Customer shall provide Philips with such documents on first request. In case the provision of the Services becomes restricted or forbidden due to changed export control laws, Philips may suspend or terminate, at its option, the execution of its obligations under this Agreement without incurring any liability toward Customer other than reimbursing any amounts received for Services not yet rendered.

17. Subcontracts and Assignments.

17.1 Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Philips may, without prior notice or consent, assign this Agreement to its parent corporation, any of its Affiliates, or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase or public offering, as long as the party who receives the assignment assumes all of Philips' obligations hereunder. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

18. Term and Termination.

18.1 This Agreement is non-cancelable by Customer unless as expressly set forth in this Agreement and will remain in effect for the Term. Either party may terminate this Agreement upon written notice in the event that the other party becomes or is deemed to be insolvent, discontinues business, is unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction. If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

18.2 If Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, and such third party assumes the obligations of Customer under this Agreement or enters into a new service agreement with Philips, the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of Customer under this Agreement, then Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days' prior written notice to Philips, in which case Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

18.3 Customer may terminate, upon sixty (60) days' written notice to Philips:

18.3.1 the Service coverage for an individual piece of Equipment under this Agreement, representing that such Equipment is being permanently removed from the Site and is not being used in any other Site, or

18.3.2 the Agreement, 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 sixty (60)-day notice period.

18.4 Philips may terminate this Agreement, wholly or partially:

18.4.1 if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within sixty (60) days of a written notice, or

18.4.2 as described in Section 4 (Payment) and Section 10 (End of Life).

19. Independent Contractor.

19.1 Philips is Customer's independent contractor. Nothing in this Agreement shall be construed to designate Philips or Philips' employees or Philips' subcontractor or any of its employees as Customer employees, agents, or partners. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' or other representatives' acts or omissions related to any services that are performed by Customer's employees or representatives under this Agreement.

20. Force Majeure.

20.1 Each party shall not be liable in respect of the non-performance of any of its obligations (except for payment obligations for Services rendered) to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors. If force majeure prevents Philips from performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages. If any such Force Majeure event does occur, the impacted party subject thereto shall resume performance as soon possible

21. Third-Party Products Provided by Philips.

21.1 To the extent a third-party products service plan is explicitly identified in the Quotation, Philips shall be responsible for servicing third-party products provided by Philips. Otherwise, Philips is not responsible for servicing any third-party products provided by Philips to Customer.

22. Adulterated Systems.

22.1 If Philips determines that the Equipment has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

23. Insurance.

23.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

24. Rules and Regulations.

24.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

25. Miscellaneous.

25.1 Survival. Customer's obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

25.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice

or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

25.3 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

25.4 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Equipment is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

25.5 Amendment. Save and except for items where Philips has retained the right to unilaterally amend the terms of this Agreement, this Agreement may not be amended except by written instrument signed by both parties.

25.6 Communication. Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

25.7 Choice of Language. This Agreement is drawn up in English pursuant to the formal request of parties. Cette entente a été rédigée en anglais à la demande expresse des deux parties.

25.8 Entire Agreement. This Agreement, including all applicable Exhibits as attached hereto, constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are expressly rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. For avoidance of doubt, a reference to "Imaging" or "Imaging Services" equals a reference to Services to Philips' MRI, CT, AMI, DXR, Ultrasound, or IGT-Systems devices.

25.9 Additional Terms. Service-specific exhibits and any associated attachments are incorporated herein as they apply to the Services listed on the Quotation and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms expressly set forth in an exhibit conflict with terms set forth in these General Customer Service Terms and Conditions, the terms expressly set forth in the exhibit shall govern.

26. Authority to Execute.

26.1 The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

27. Payor Information. Please enter where invoices are to be sent for payment under this agreement.

Name: UAB at Birmingham
Address: 801 Financials Services Bldg., Suite 201 1720 2nd Avenue South, Birmingham AL 35294 **Attn:** Accounts Payable
Email Address: uabapinvoices@uab.edu

28. Notices. Notice required to be given must be made in writing and shall be deemed given only if delivered personally or sent by registered or certified mail, postage prepaid, shall be as follows:

If to **UNIVERSITY OF ALABAMA HOSPITAL**

to: University of Alabama Hospital **Attn:** General Counsel
Address: 500 22nd Street S,
Suite 504 Birmingham, AL
35233

If to **Philips Healthcare**:

Name: sc_general.support@philips.com Title:
Master Contract Coordinator
Address: 414 Union Street, 2nd Floor, Nashville, TN 37219

Exhibit 3A
Additional Terms and Conditions for Imaging Services

1. Services.

1.1 Initial Inspection. Within ninety (90) days following the Effective Date of this Agreement, Philips will inspect each Equipment not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturer specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturer specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rate. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from this Agreement.

1.2 Planned Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide planned maintenance Services including general Equipment inspection and planned remedial maintenance activities of non-emergency nature, as well as Equipment monitoring via remote network connection in order to identify potential technical issues with the Equipment and initiate service action to address such potential issue. The so initiated service action will be provided, in most cases, as part of the planned service activities at the Site. Philips will provide such planned maintenance during the hours of coverage (as defined in the Quotation) at a time that is mutually agreed upon. Philips will provide Customer a planned maintenance schedule for the Equipment(s). For Ultrasound Equipment, Philips will not provide planned maintenance Services unless the Equipment's specifications explicitly require such Services and/or such Services have been explicitly included in the Quotation. Trained Philips personnel will perform the planned maintenance activities. Cost incurred through system failure after planned maintenance activities performed will be charged to Customer at the then-current Philips billable rate for parts and labor services, if not covered by the Agreement.

1.3 Corrective Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide corrective maintenance Services including repair activities due to Equipment malfunctioning and provide replacement parts, on Exchange Basis (as defined below), as necessary to repair the Equipment, all as indicated in the Quotation. Corrective maintenance can be provided remotely or on-site at Philips' discretion.

1.4 Equipment Updates. If Philips determines an Equipment update is necessary to address material Equipment performance issues, Philips will notify Customer, schedule service at a mutually agreeable date and time, and install Equipment updates made available by Philips or the Original Equipment Manufacturer (OEM). Equipment updates mean revisions to Philips or OEM proprietary system software without extending functional capabilities and without hardware changes. Philips will not install operating system software updates or upgrades, or software options or upgrades that are offered separately for sale by the OEM or Philips.

1.5 User Quality Control Mode (UQCM, Image Guided Therapy interventional and surgical c-arm systems only). If the Quotation includes UQCM, the following applies: User Quality Control Mode (UQCM) is aimed at verifying and auditing the Azurion's image quality and X-ray dose performance, as well as Image representation on the displays – fast, frequently and flexibly – via the system's user interface in the control room. The UQCM measurements comply with the global industry standard as documented in NEMA XR 27. For frequent Quality Assurance purposes, a five (5)-minute verification protocol has been developed.

1.6 EasySwitch (BlueSeal MR Systems only). If the Quotation includes EasySwitch, the following applies: If EasySwitch is used more than two (2) times within a single contract year, Philips will charge Customer for MRI recovery Services at Philips' then current standard rates for time and materials.

2. Service Coverage.

2.1 Philips will provide the Service elements included in the Agreement as indicated in the Quotation ("Service Coverage"). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage, service or repair parts that are not otherwise included in this Agreement). Any additional services requested beyond the Service Coverage shall be subject to a quotation for demand services based on the prevailing Philips rates for labor and published list price for parts. Additional services will only be provided at the agreed date and time, after acceptance of the provided quotation and in accordance with the Demand Service Terms and Conditions.

2.2 Labor and Travel. Unless indicated otherwise in the Quotation, labor, and travel hours (on-site and remote) necessary to perform the Services are included in the Agreement.\

2.3 Parts. Philips will provide parts necessary for the maintenance of the Equipment on the Site, on Exchange Basis (as defined below), as indicated in the Quotation.

2.3.1 Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.

2.3.2 Parts removed for replacement, and any unused spare part, become the property of Philips and Philips will remove parts from the Site ("Exchange Basis"). Customer may not resell or exchange such parts with any third party.

Customer shall make such parts available and return them to Philips or Philips' subcontractor performing the Services. Failure by Customer to return spare and used parts will result in additional invoicing by Philips of the spare part value.

2.3.3 Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer's request and expense.

2.4 Hours of Coverage. Philips will provide planned and corrective maintenance Services during the service window hours as indicated in the Quotation excluding Philips recognized public holidays.

2.5 Response Time. Philips uses commercially reasonable effort to provide initial/remote response (i.e., call back by a Philips specialist to assess the problem) and on-site response (i.e., start of repair or actions related to repair by Philips on-site) within the response times as listed in the Quotation.

2.6 System Availability. Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation. For the avoidance of doubt, unless "Uptime Guarantee" is included in the Quotation, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.

2.7 Service Performance Manager.

2.7.1 Philips provides Customer with service performance and Equipment operation data for Equipment covered hereunder ("Service Performance Dashboard and Reporting"). The Service Performance Dashboard and Reporting shows the overall performance information for covered Equipment. Philips does not provide any warranty regarding said data, including without limitation, regarding accuracy and/or usability .

2.7.2 Philips will use reasonable efforts to continuously improve the accuracy of the dashboard representation of insights; however, Philips cannot be held liable in any way for any claim or liability arising due to the use of data/insights for any decisions made in reliance on the data/insight.

2.7.3 The dashboard and insights are delivered via cloud hosted platform and with connectivity to the Site with due care taken to comply with security requirements set forth in the Agreement. The dashboard is made available to Customer via access license for the Term of the Agreement. Customer receives five (5) user licenses per Site for accessing the dashboard as part of the standard dashboard subscription access. Additional user licenses beyond the initial five (5) may be separately made available to Customer upon request. Philips may, in its sole discretion, make changes or cancel any access to the dashboard or features associated with it based on the terms and conditions of the Agreement.

2.8 Transition to In-house Support (also known as Transition Assist).

2.8.1 Includes an option to transition from a comprehensive service agreement ("Comprehensive Agreement") to an In-house Support agreement upon the Comprehensive Agreement anniversary date. Completion of Biomedical technical training (sold separately) is required, to gain access to the system diagnostic licensing and tools and service documentation. The option to transition must be elected ninety (90) days prior to the Comprehensive Agreement anniversary. The original Comprehensive Agreement term length must be maintained for the In-house Support agreement and Strategic Parts coverage options are not removable during the agreement term. The transition to an In-house Support agreement can only be done once during the agreement term; however, Customer may transition back to a Comprehensive Service Agreement at any point during the In-house Support agreement term.

2.9 Transition to In-house Remote (also known as Transition Assist - Support).

2.9.1 Transition to In-house Remote Includes an option to transition from an In-house Support agreement to an In-house Remote agreement upon the agreement anniversary date. The option to transition must be elected ninety (90) days prior to the In-house Support agreement anniversary. The original In-house Support agreement term length must be maintained for the In-house Remote agreement. The transition to an In-house Remote agreement can only be done once during the agreement term, however, Customer may transition back to an In-house Support or a Comprehensive Service Agreement at any point during the In-house Remote agreement term.

3. <u>Exclusions.</u>

Unless otherwise specified in the Quotation, the Services do not include:

3.1 maintaining or repairing third-party products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers, magnet replacement, magnet refrigeration system (coldhead, compressor, chillers, cryogens), MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), lasers, klystrons and thyratrons, magnetrons, plumbicons, waveguides, attachments, and catheters and/or wires;

3.2 maintenance or repair, including the cost thereof, required due to any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to or that disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment or to permit unauthorized access.

4. Customer Responsibilities.

4.1 During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and guidance provided by Philips from time to time. (For MRI related Services) During the term of this Agreement, Customer shall:

4.2 maintain the Site and operating environment in accordance with the Philips specifications, including but not limited to:

4.2.1 ensuring uninterrupted facility power quality for the MR Equipment (including its cryogenic refrigerator system) and for the chilled water system;

4.2.2 ensuring uninterrupted facility chilled water flow, temperature and quality for the MR Equipment (including its cryogenic refrigerator system);

4.2.3 maintain facility temperature and relative humidity;

4.2.4 ensure the static and dynamic B0 environment (magnetic field environment) stability;

4.2.5 prevent any ferromagnetic material from entering the area of the MRI Equipment; all in accordance with the Philips specifications.

4.3 never switch off the host computer of the MRI Equipment.

4.4 accept remote, centralized magnet 'health' monitoring for all magnet related parameters such as the liquid helium level of the MRI Equipment and the functioning of the MRI Equipment refrigeration system (also known as the "Cold head and Cryo-compressor system").

4.5 if the remote connectivity of the MRI Equipment and/or the magnet 'health' monitoring (as described in Section 4.3 above) has not been accepted by Customer and so those have not been established, record and report to Philips on a weekly basis:

4.5.1 the level of the liquid helium of the MRI Equipment; and

4.5.2 the status of the MRI Magnet refrigeration system.

4.6 immediately inform Philips in case:

4.6.1 an on-screen message appears on the system computer that helium refill is required; or

4.6.2 the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

4.6.3 a sudden, unexpected drop of liquid helium level is encountered; or

4.6.4 the MRI magnet refrigeration system is out of order and/or not operational.

4.7 act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

4.8 inform Philips timely of any planned power outages.

5. Access to Equipment.

5.1 Customer shall make the Equipment available at a mutually agreed day and time. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer to reschedule a mutually agreeable day and time for the service. Customer's failure to make equipment available a second time may constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability. Customer agrees to pay Philips at the then-current demand service rates for the time that Philips' or its subcontractor's personnel waits for access to the Equipment.

6. Contract Administration.

6.1 The Parties will introduce all Equipment listed in the Quotation into an inventory list to register and keep up to date the equipment coverage of the Agreement during the Term. Customer may request the addition of additional system(s) to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. Such equipment will be added to this Agreement after receipt of the signed inventory list modification form. Customer may delete Equipment from the inventory list only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control, and Customer notifies Philips in writing with a sixty (60) days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.

PHILIPS

Exhibit 4

ADDITIONAL TERMS AND CONDITIONS FOR UPTIME GUARANTEE.

1. Services.

1.1 Philips shall provide to Customer the Uptime Guarantee as specified in the Quotation in accordance with the terms and conditions of this Uptime Guarantee (the "Uptime Guarantee") on the Equipment listed in the Quotation as having uptime as a deliverable ("Uptime Equipment").

1.2 The Uptime Guarantee applies only, and Customer will only be entitled to the benefits of this Uptime Guarantee, if and to the extent Customer fully met all its contractual obligations, including, immediately inform Philips of any problems with the Equipment and its responsibilities set forth in Section 6 of the General Customer. Service Terms and Conditions and Section 3 of the Exhibit Additional Terms and Conditions for Imaging Services.

1.3 In the event that the Uptime Guarantee has not been met, then Customer, as its sole and exclusive remedy, will receive the compensation of future Agreement term as described in Section 3 below.

2. Definitions for Determination of Uptime Percentage.

2.1 "Base Hours" means the hours per day and days per week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours are the contracted hours of coverage as defined in the Agreement for each particular piece of Uptime Equipment.

2.2 "Downtime" means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies Philips that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

2.3 "Measurement Period" for determining the Uptime Percentage is 12 calendar months beginning on the Effective Date of the Agreement. Any subsequent Measurement Period will be 12 calendar months, until termination/expiration of the Agreement. In case the last Measurement Period is shorter than 12 calendar months, the measurement will take place on a pro rata basis.

2.4 "Uptime Guarantee" is the minimum Uptime Percentage as set out in the Quotation.

2.5 "Uptime Hours" is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment: (Uptime Hours = Base Hours – Downtime).

2.6 "Uptime Percentage" is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100: (Uptime Percentage = (Uptime Hours/Base Hours) x 100).

Example:

Base Hours = 8 AM to 5 PM Monday through Friday* over the 12-month Measurement Period.

9 hours x 5 days x 52 weeks = 2,340 Base Hours

2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours

(2280 / 2340) * 100 = 97.4% Uptime Percentage

*Depending on the Service Window agreed in the Quotation.

3. Adjustment Schedule.

3.1 If the Uptime Percentage specified in Schedule 3(a) is not achieved for System Uptime, then the specified future contract reduction will be applied to all payments due during the next Uptime Measurement Period (one (1) year) for the System that did not achieve the Uptime Percentage.

Schedule 3(a): Agreement Payment Adjustment Schedule for System.

3.1.1 99% Uptime Guarantee.

3.1.1.1 **Uptime Percentage**: 99%-100% Equals Contract Reduction: None.

3.1.1.2 **Uptime Percentage**: < 99% Equals Contract Reduction: 7%.

3.1.2 98% Uptime Guarantee.

3.1.2.1 **Uptime Percentage**: 98%-100% Equals Contract Reduction: None.

3.1.2.2 **Uptime Percentage:** <98% Equals Contract Reduction: 6%.

3.1.3 96% Uptime Guarantee.

3.1.3.1 **Uptime Percentage**: 96%-100% Equals Contract Reduction: None.

3.1.3.2 **Uptime Percentage**: <96% Equals Contract Reduction: 5%.

3.1.4 95% Uptime Guarantee.

3.1.4.1 **Uptime Percentage**: 95%-100% Equals Contract Reduction: None.

3.1.4.2 **Uptime Percentage**: <95% Equals Contract Reduction: 4%.

4. **Reports.**

4.1 Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable benefit, Customer must notify Philips in writing that the Uptime Guarantee was not achieved for a particular Equipment within sixty (60) days after the end of a Measurement Period.

5. **Warranty Disclaimer.**

5.1 Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. No warranty of merchantability or fitness for a particular purpose applies to this Uptime Guarantee.

6. **Limitations of Remedies and Damages.**

6.1 Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

Exhibit 9
Additional Terms and Conditions for Technology Maximizer

1. Services.

If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined below and according to the selected Technology Maximizer version.
Technology Maximizer is available in the following versions, subject to availability modality and market variations:

1.1 Technology Maximizer Essential

1.1.1 Maintain Operating System at Philips current standard as follows:

1.1.1.1 Philips upgrades core system software release level.

1.1.1.2 Operating system upgrades.

1.1.1.3 Safety and security critical patches included with release, approved and communicated by Philips.

1.1.1.4 Only if operational workflows are modified, clinical training for new or enhanced functionality as part of core system software upgrade.

1.1.2 Computer hardware replacement to support software upgrade is not included unless specially included in the Quotation.

1.2 Technology Maximizer Plus

1.2.1 Maintain system at Philips current standard as follows:

1.2.1.1 Technology Maximizer Essential deliverables.

1.2.1.2 Software upgrades to licensed software.

1.2.1.3 Application training for new or enhanced functionality on upgraded licensed software.

1.2.1.4 Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation.

1.3 Technology Maximizer Pro

1.3.1 Customizable access to future clinical innovation as follows:

1.3.1.1 Technology Maximizer Plus deliverables.

1.3.1.2 Future features and/or applications in clinical suite, as specified in the Quotation as made available and determined by Philips.

1.3.1.3 Advanced training for new clinical features and/or applications.

1.4 Technology Maximizer Premium

1.4.1 Full access to future clinical innovation across clinical domains as follows:

1.4.1.1 Technology Maximizer Pro deliverables.

1.4.1.2 All future clinical features and/or applications within domain choice as specified in Quotation as made available by Philips for the Equipment.

2. Under any version of Technology Maximizer included in the Quotation, Philips will upgrade the Equipment (software and hardware) as follows:

2.1 Philips will provide the latest available upgrades based on Technology Maximizer version, if any, when made commercially available and as determined by Philips.

2.2 If Customer has purchased Technology Maximizer "Pro" or "Premium" (as indicated in the Quotation), in addition to the above, Philips will provide new software features and/or applications, if any, when

2.2.1 made commercially available by Philips after the Effective Date of the Agreement;

2.2.2 supported by the Equipment hardware configuration;

2.2.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.3 If Philips determines that the new software features and/or application to be provided under Technology Maximizer "Pro" or "Premium" requires any additional software (for example: operating system software, basic application software, or software options) so that it can function properly ("Required Software") and Customer does not currently have a license to the Required Software, then Philips will provide, and Customer will accept, the Required Software; any such Required Software will be considered an "upgrade" for purposes of Section 2 below.

2.4 Philips makes no representations in number of operating system upgrades or Philips Application upgrades or enhancements that shall be made available to Customer by Philips during the term of this Agreement. The release of all software publishers 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 to the Equipment, at Philips discretion. This would include without limitation safety issues, processing delays, or image distortion Any upgrades or enhancements to the Philips Application software are subject to regulatory clearance and commercial availability, solely at Philips discretion, during the term of the Agreement. All Philips software application upgrades are subject to the usage and license limitations originally applicable to the Equipment or Philips license software sale.

2.5 Technology Maximizer service coverage begins one day following standard initial one-year warranty period or as specified on Quotation. Technology Maximizer service may provide upgrades entitlements if available during first year warranty period, offer of upgrade entitlement during this time is at Philips discretion.

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

3. <u>Conditions.</u>

3.1 The upgrades provided under Technology Maximizer:

3.1.1 are available only for the Equipment at the Site;

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

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

3.1.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips or as communicated by Philips.

3.2 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in the Exhibit Additional Terms and Conditions for Imaging Services.

3.3 In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

4. <u>Termination</u>.

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

Exhibit 10
Additional Terms and Conditions for Clinical Education Training

1. Training Coverage.

1.1 Philips will provide the clinical applications training ("Training") as specified in the Quotation. Clinical Applications training is available on-site or remote.

2. Exclusions.

2.1 For Equipment not installed or provided by Philips, Philips does not provide clinical applications training.

3. Scheduling.

3.1 Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least four (4) weeks prior to scheduled delivery.

4. Course Location.

4.1 Training may be conducted at Philips' training facilities, Customer location(s) described in the Quotation ("Site(s)") or through on-line or remote training.

5. Travel.

5.1 For training provided at a Customer location, Philips' travel expenses for all Philips employees, provided Training are included in the price described in the Quotation. Unless otherwise indicated in the Quotation, all travel and living expenses incurred by the Customer Trainee(s) are Customer's responsibility.

6. WARRANTY DISCLAIMER.

6.1 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 EQUIPMENT.