Request No. EQR2027-001
Date Received 11/2/2027
Received By tml

STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

100 NORTH UNION STREET, SUITE 870MONTGOMERY,
ALABAMA 36104

RECEIVED
Nov 02 2026
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

REQUEST FOR DETERMINATION OF EXEMPTION STATUS FOR REPLACEMENT OF EXISTING EQUIPMENT

A filing fee in the amount of $2,200.17 has been submitted with this application.

Requestor Identification (Check one)

☑ Hospital ☐ Nursing Home ☐ Other (Specify) _____

A. Houston County Healthcare Authority dba Southeast Health
Name of Requestor

1108 Ross Clark Circle	Dothan	Houston
Address	City	County
Alabama	36301	334-793-8111
State	Zip	Phone Number

B. _____
Name of Facility/Organization (if different from A)

Address	City	County
State	Zip	Phone Number

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

Address	City	County
State	Zip	Phone Number

D. Rick Sutton, Chief Executive Officer
Name and Title of Person Representing Proposal and With Whom SHPDA Should Communicate

1108 Ross Clark Circle	Dothan	Houston
Address	City	County
Alabama	36301	334-793-8111
State	Zip	Phone Number

DESCRIPTION OF EQUIPMENT TO BE REPLACED

A. Manufacturer:

Philips

B. Serial Number:

5659

C. Model:

Allura Xper FD10

D. Name of Equipment:

Allura Xper FD10

E. Fair Market Value of Equipment at Present:

$15,000

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

$1,100,084.26

F. Describe Use of Current Equipment:

The current equipment has been used to perform diagnostic and interventional catheterization, EP diagnostic and ablation, and pacemaker/ICD implant procedures.

G. Describe Use of Proposed Equipment:

The proposed equipment will be used to perform the same procedures as the current equipment.

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

The proposed equipment doesn't give us the ability to perform any additional procedures from what the current equipment can perform.

DESCRIPTION OF PROPOSED NEW EQUIPMENT

Philips

Azurion 7 F20

Azurion 7 F20

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

The proposed equipment doesn't give us the ability to perform any additional procedures from what the current equipment can perform.

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

The existing equipment is located on the 1st floor of the Southeast Health Heart & Vascular Center. More specifically, the equipment is located in Room 3 of the Invasive Cardiology Department.

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

Current Invasive Cardiology staff: Registered nurses, Radiology Technicians, Surgical Techs, and Cardiologists are trained to operate this equipment.

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

The old equipment will be traded in on new equipment. Philips will take ownership of old equipment once it has been deinstalled.

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

Not applicable

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

During installation of the replacement equipment, renovations of the room will occur. The renovations include replacing counter-tops, replacing the flooring, fresh paint, and electrical work in Room 3. The renovation cost should not exceed the budgeted amount of $170,750.

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

There should not be any new annual operating cost associated with this replacement. The new equipment will be under a service contract very similar to the current system.

COST

A. Equipment Costs — $ $1,115,084.26
Cost of equipment ONLY; do not list lease cost.
(Costs must be supported by price quote on manufacturer's stationary/letterhead).

B. Less Trade-In of Old Equipment — -$ $15,000

C. Total Cost of Equipment — $ $1,100,084.26

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.

Signature of Applicant

Richard O Sutton
Printed Name of Applicant

CEO
Title of Applicant

Sworn to and subscribed before me this
26th day of October, 2026.

Notary Public (SEAL)

My Commission Expires 05/17/2027

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Sold to:

ZANE KELLEY
Southeast Health
1108 Ross Clark Cir
Dothan, AL 36301-3024

Presented By

Trae Jackson
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Email: trae.jackson@philips.com

Ship to:

Southeast Health
1108 Ross Clark Cir
Dothan, AL 36301-3024

Quote #: Q-00879004
Customer #: 94030293
Quote Date: 10/14/26
Valid Until: 11/26/26

Azurion 7 EP Lab Catalyst 64002617

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,
Trae Jackson

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: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

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1. Quote Summary

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Additional Discount	Net Price
1	**722234**	**Azurion 7 M20**					
1.1	NNAT307	Conv. Azurion 7 F20	1	$ 1,130,491.95	52.00%	6.98%	$ 463,689.78
1.2	989806130836	UPS Socomec Modulys, Compact Low Load Fluoro 75kva , UL	1	$ 105,000.00	52.00%	6.98%	$ 43,067.47
1.3	NNAE732	No, not ordering IntraSight 7	1				
1.4	NNAT255	No, existing customer	1				
1.5	NNAE675	Azurion Clinical Education Pkg	1				
1.6	NNAT192	Installation of IGTS Azurion Monoplane	1				
1.7	NCVD069	ClarityIQ.	1	$ 300,119.06	52.00%	6.98%	$ 123,098.74
1.8	NCVD220	MRC200+ GS 04/07	1	$ 151,487.65	52.00%	6.98%	$ 62,135.13
1.9	NCVC726	FlexVision 65-inch	1	$ 379,321.51	52.00%	6.98%	$ 155,584.91
1.10	NCVC718	FlexVision install on rails	1	$ 2.88	0.00%	0.00%	$ 2.88
1.11	FCV0974	3rd party video cloning (2 output)	2	$ 24,460.88	52.00%	6.98%	$ 20,066.05
1.12	NCVD061	optional ref monoplane	1	$ 13,669.30	52.00%	6.98%	$ 5,606.68
1.13	NCVD064	Extension to FlexVision Pro	1	$ 103,599.02	52.00%	6.98%	$ 42,492.83
1.14	FCV0981	Video input WCB on 1st MCS	1	$ 15,732.66	52.00%	6.98%	$ 6,453.01
1.15	FCV0985	Video input WCB outside the MCS	8	$ 6,673.50	52.00%	6.98%	$ 21,897.96
1.16	NCVD076	30 frame per second extension for monoplane systems	1	$ 41,747.54	52.00%	6.98%	$ 17,123.44
1.17	NCVA082	Intercom	1	$ 5,482.10	52.00%	6.98%	$ 2,248.57
1.18	NCVD081	Touch Screen Module Pro	1	$ 71,943.77	52.00%	6.98%	$ 29,508.91
1.19	NCVD612	Premium Tilt & Cradle Table (Pivot, Tilt, Cradle, APC, Volcano)	1	$ 178,653.61	52.00%	6.98%	$ 73,277.69

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1.20	FCV0510	Long mattress cardio	1	$ 5,539.68	52.00%	6.98%	$ 2,272.19
1.21	FCV0625	Table mounted radiation shield	1	$ 14,616.11	52.00%	6.98%	$ 5,995.03
1.22	NCVD092	height-adjustable arm support	1	$ 7,013.10	52.00%	6.98%	$ 2,876.54
1.23	NCVA609	Unknown Ceiling height	1				
1.24	459801079651	Cabinet Rear Cover	1	$ 1,303.63	52.00%	6.98%	$ 534.70
1.25	459801613311	Cabinet Rear Cover Deep	2	$ 5,122.40	52.00%	6.98%	$ 4,202.07
1.26	989600213943	Patient table adaptation plate	1	$ 8,685.05	52.00%	6.98%	$ 3,562.31
1.27	459800938361	Clip rails for Monitor Ceiling Carriage (390cm, 153.5")	1	$ 4,299.35	52.00%	6.98%	$ 1,763.45
1.28	459800706723	MONITOR CEILING CARRIAGE	1	$ 18,705.38	52.00%	6.98%	$ 7,672.31
							$ 1,095,133.83
2	**100133**	**CV Third Party Products**					
2.1	989806100590	Port2 Lamp Yled 70K-lux focus&arm	1	$ 6,781.46	0.00%	0.00%	$ 6,781.46
2.2	989806100465	Port2 Track250cm&Trolley column 57cm	1	$ 6,158.05	0.00%	0.00%	$ 6,158.05
2.3	989804306754	Port2 cable spooler 400CM	1	$ 1,059.51	0.00%	0.00%	$ 1,059.51
2.4	989804306745	MD/Portegra2 LeadShield OT50001	1	$ 5,543.41	0.00%	0.00%	$ 5,543.41
2.5	989801220375	Black Anti-fatigue Floor Mat w/logo.	1	$ 408.00	0.00%	0.00%	$ 408.00
							$ 19,950.43

Total Section Price: **$ 1,115,084.26**

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TIR 216136

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Additional Discount	Net Price
3	**SP00410_RE**	**Trade In: Allura Xper FD10**	1	$ -15,000.00	0.00%	0.00%	$ -15,000.00

Total Section Trade In: **$ -15,000.00**

Total Section Price: **$ -15,000.00**

	Total Net Price
Contract Discount	$ -1,388,383.33
Additional Discount	$ -186,453.63
Trade In	$ -15,000.00
Total Net Price	**$ 1,100,084.26**

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2. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	722234 Azurion 7 M20	Vizient XR0703_2026	XR0703_2026	0/80/20
2	100133 CV Third Party Products	Vizient XR0703_2026	XR0703_2026	0/80/20
3	SP00410_RE Trade In: Allura Xper FD10	NONE	NONE	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.
Z is the percentage invoiced 30 days from date of shipment (Ultrasound Systems Portfolio Only)

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

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3. Acceptance by Parties

Invoice to:
Southeast Health
1108 Ross Clark Cir
Dothan, AL 36301-3024

Ship to:
Southeast Health
1108 Ross Clark Cir
Dothan, AL 36301-3024

	Total Net Price
Total Net Price	$ 1,100,084.26

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. **Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation**. Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction. Philips General Terms and Conditions of Sales and Software License for Hospital Monitoring, Hospital Respiration Care, Focal Point SW Licenses, Therapeutic Care, Medical Consumables and Sensors and Value Added Services are located at Terms and Conditions of Sale|Philips (https://www.usa.philips.com/healthcare/support/terms-and-conditions). Product Warranties for all Philips Products are located at Terms and Conditions of Sale|Philips (https://www.usa.philips.com/healthcare/support/terms-and-conditions).

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: _____

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4. Philips Standard Terms and Conditions

General Terms and Conditions of Sale and Software License
("Conditions of Sale") (Rev 27)

1. Quotation, Order, and Payment

1.1 The equipment, service, and software ("Product(s)") offered on the quotation by the Philips legal entity identified thereon ("Quotation") are subject to these Conditions of Sale, the Quotation, and any schedules and attachments attached hereto. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) will serve only as Customer's acceptance of the Quotation and these Conditions of Sale in the absence of Customer's authorized representative's signature on the Quotation. Any different or additional terms proposed by Customer are rejected and do not apply.

1.2 Prices and payment terms are in the Quotation. Net payment terms are based on invoice date. Orders are subject to Philips' credit review and approval. Prices exclude taxes, which are Customer's responsibility. Philips will invoice and Customer will pay all applicable taxes unless Customer provides a tax exemption certificate in advance.

1.3 Customer will pay interest on late payments not disputed in good faith at an annual rate of 12%, billed monthly. If Customer fails to pay or breaches these Conditions of Sale, Philips may suspend its obligations and deduct the unpaid amount from any amounts owed to Customer, in addition to other rights or remedies. Philips can recover all costs and expenses, including reasonable attorneys' fees related to enforcement.

1.4 Customer cannot cancel an order for equipment. If Customer cancels an order for equipment before the order is sent to the factory, Customer will pay 15% of the net selling price. If Customer cancels after the order for equipment is sent to the factory, Customer will pay the full net selling price. If Customer has not taken delivery of equipment within 24 months from Quotation acceptance, the order is deemed canceled and the cancelation charges in this section will apply according to their terms. In all cases cancelation of orders of software shall be governed by the terms of the Product schedule applicable to such software Product. In the absence thereof, such orders are non-cancelable.

1.5 Philips may make partial or early shipments, and Customer will pay invoices for such shipments according to the payment terms in the Quotation. Payments can be made by check, ACH, or wire. Philips does not accept transaction fees for electronic fund transfers or other payment methods. Philips imposes a 2% surcharge on credit cards, not exceeding its cost of acceptance. Check payments over $50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.

1.6 Philips is entitled to retain a security interest in the Products until full payment is received. Philips may change the design or specifications of the Products at any time, provided the change does not adversely affect performance.

1.7 Products are sold and delivered independently of any services (including installation, configuration, integration, and training) and third-party items listed in the Quotation. Customer acknowledges that, except as otherwise stated on the Quotation, each may be scheduled, performed, delivered, and invoiced separately by Philips according to these Conditions of Sale.

2. Lease and Trade-In

2.1 If Customer wants to convert a purchase to a lease, Customer must provide relevant rental documents for review and approval by Philips within 90 days before delivery. Customer is responsible for converting the transaction to a lease and securing the leasing company's approval of these Conditions of Sale. No product will be delivered until Philips receives and approves the fully executed lease documents. If the lease does not fund, Customer guarantees payment of all monies due, Philips may convert the lease back to a purchase and invoice Customer, and Customer will pay all invoiced amounts per the invoice terms.

2.2 For any equipment being traded in ("Trade-In"), Customer warrants it has good and marketable title. The trade-in value depends on Customer providing the Trade-In by the date Philips makes the new Product available for first patient use and may change if Customer delays delivery, installation, or go-live dates, or if the Trade-In is not in good working order, is damaged, or differs from the Quotation. Customer must clean and sanitize all components, drain chiller lines, cap plumbing, and delete personal data. Customer agrees to reimburse Philips for any out-of-pocket costs arising from Customer's breach of this section.

3. Shipment and Installation

3.1 Philips will deliver the Products according to the shipping terms in the Quotation. Additional costs for different delivery terms are Customer's responsibility. Unless otherwise noted on the Quotation or Product Specific Schedule, Risk of loss transfers to Customer upon Philips' delivery of Product to the Customer location specified in the Quotation and Customer will promptly acknowledge receipt of Product by signing proof of delivery when requested by Philips. Philips will make reasonable efforts to meet the delivery date confirmed by Philips with Customer prior to releasing the Product for production ("Delivery Date"). If Customer delays delivery beyond the Delivery Date, Customer will pay reasonable expenses incurred by Philips, including storage fees, transportation expenses, and related costs. Customer will pay any delivery installment payment upon delivery to Customer site or Philips warehouse.

3.2 Philips will carry out Product installation according to Philips' established installation process for the Product and notify Customer when the installation is completed. As requested by Philips, upon completion of Installation (including any training included as part of Philips' installation process), Customer shall sign a certificate confirming the completion of installation and handover of the Product for use.

3.3 In case installation and training is not provided by Philips, Customer must ensure that installation and training is provided by a third party authorized by Philips. Where applicable, Philips can only release Product for use if the installation and training have been performed by a third party authorized by Philips and per Philips' instructions.

3.4 For installation by Philips, Customer must at its own expense (i) provide secure, adequate storage for the Products and unobstructed access to the Products and installation site; (ii) comply with Philips' installation requirements and applicable safety, electrical, and building codes; (iii) remove hazardous material; (iv) obtain necessary permits and licenses; (v) assist in moving the Products to the installation site; and (vi) be responsible for rigging, removal of obstacles, and restoration work. If Products are connected to a computer network, Customer is responsible for network security.

3.5 If the above conditions are not met, Philips may interrupt installation and testing and extend the installation period, and Customer will pay any additional costs. Philips is not liable for the fitness or adequacy of the premises or utilities for installation or storage.

4. Product Warranty

4.1 Philips' Product-specific warranties are set forth at https://www.usa.philips.com/healthcare/support/terms-and-conditions, and such terms and conditions are incorporated herein as applicable to the Products under the Quotation. In the event a warranty is not listed on such webpage for a Product under the Quotation, the following Sections 4.2-4.9 apply to Customer's purchase.

4.2 For hardware Products, Philips warrants the Product will materially comply with its specifications for one year from the date of Customer's receipt of the Product as evidenced by the proof of delivery, provided the Product has been properly used and maintained. If Philips is responsible for installation, the warranty shall be prolonged to cover the period of installation until handover or first clinical use, whichever occurs first. Such prolongation shall not exceed a total warranty period expiring later than 15 months from the date of shipment unless Philips requires an extension of time to complete installation. Philips warrants disposable Products intended for single use will be of good quality until the expiration date.

4.3 Philips warrants stand-alone Licensed Software will substantially conform to the technical specification for 90 days from availability.

4.4 Philips warrants services will be performed in a good and workmanlike manner for 90 days after completion. Philips' sole liability, and Customer's sole remedy, for breach of this service warranty is to give credit for the service price or re-perform the services.

4.5 To make a warranty claim, Philips must receive written notice within the warranty period and a reasonable period after discovery of the defect. Replaced Product or parts must be returned to Philips and will be Philips' property.

4.6 Philips' warranty obligations and Customer's sole and exclusive remedy are, at Philips' option, repair or replacement of the Product or part, or a pro rata refund of the purchase price after a reasonable cure period and return of Product(s). Replacement parts will be new or equivalent.

4.7 Philips has no obligations for defects resulting from use, operation, modification, configuration, calibration, or maintenance not in accordance with the Product specification and instructions; abuse, negligence, accident, or damages caused by Customer; improper site preparation, external sources, or third-party products. Philips is not responsible for third-party product warranties but will make reasonable efforts to extend third-party warranties and service solutions to Customer.

4.8 During the warranty and any service arrangement, Customer must provide and maintain a dedicated high-speed internet connection for remote servicing compatible with Philips Remote Service Data Center (PRSDC). If Customer fails to provide access, Customer accepts any impact on Products availability, additional cost, and speed of resolution.

4.9 THE WARRANTIES IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS, EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR-FREE.

5. Limitation of Liability

5.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO ANY PRODUCT OR THESE CONDITIONS OF SALE, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE)), BREACH OF CONTRACT, INDEMNITY, AT LAW OR EQUITY, SHALL NOT EXCEED: (a) FOR ANY PRODUCT OTHER THAN A SUBSCRIPTION SERVICE, THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; AND (b) FOR ANY PRODUCT IDENTIFIED AS A "SUBSCRIPTION SERVICE" ON A PRODUCT-SPECIFIC SCHEDULE, THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS FOR SUCH SUBSCRIPTION SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT FIRST GIVING RISE TO THE CLAIM.

5.2 PHILIPS IS NOT LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, GOODWILL, USE, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, INDEMNITY, AT LAW, OR IN EQUITY.

5.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 5.1 AND CONSTITUTE DIRECT DAMAGES: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING PHYSICAL PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES OR PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

6. IP Indemnification

6.1 Philips will indemnify, defend, and hold harmless Customer against any claim that a Philips Product infringes third-party intellectual property (IP), provided Customer gives Philips prompt written notice, full information and assistance, and sole control of the defense or settlement. If a Product is found or believed to infringe valid IP, or Customer is enjoined from using the Product, Philips may procure the right for Customer to use the Product, replace or modify the Product, or provide a pro rata refund upon return of the Product. Philips has no obligation for claims arising from compliance with Customer's designs, specifications, or instructions; use of Customer-supplied technical information; modifications by Customer; use not in accordance with specifications or instructions; use with other products not sold by Philips; use of prior releases; or use after Philips advises Customer to stop use. These terms state Philips' entire obligation and liability for infringement claims and Customer's sole remedy.

7. Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials

7.1 Philips' documents, manuals, and technical information related to product maintenance or service are proprietary. They cannot be copied, reproduced, transmitted, disclosed, or used without Philips' written consent. Philips' technical maintenance or service software is also proprietary and intended solely for Philips' use, unless otherwise agreed in writing by Philips and Customer.

8. Export Control and Product Resale

8.1 Customer is responsible for obtaining export authorizations for the Products. US Customers cannot transfer Products outside the US.

9. Licensed Software Terms

9.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, non-sublicensable license to use software Products and software embedded in Products ("Licensed Software") according to the Quotation and according to the instructions for use accompanying the Products.

9.2 Licensed Software is licensed, not sold, and all intellectual property rights remain with Philips. Customer may make one backup copy. Customer will preserve the confidential nature of the Licensed Software and maintain copyright notice or proprietary legends on copies.

9.3 Customer will not (and shall not allow any third party to) decompile, disassemble, modify, reproduce, or otherwise reverse engineer the Licensed Software. Any modification of the Products or system shall be deemed unauthorized and may be deemed as remanufacturing of the Products or systems. Installation of Philips-issued patches or updates is not a modification.

9.4 Philips and its affiliates may use, on a royalty-free basis, feedback or suggestions for modification or enhancement of the Licensed Software for licensing to third parties. Customer agrees to comply with third-party licensed software terms and indemnify Philips for any damage arising from failure to comply. If the third-party licensor terminates the license, Philips may terminate the license with Customer and make reasonable efforts to procure a solution.

9.5 Customer is responsible for buying and managing anti-virus software to protect the products and all virus issues with the Licensed Software. Use of anti-virus in a manner not recommended by Philips is Customer's sole responsibility.

9.6 Customer's installation or use of unauthorized updates may adversely affect functionality and performance. Philips has no liability for performance issues caused by unauthorized updates, and the warranty is void during the period of use of such unauthorized updates. Philips may require Customer to roll back unauthorized updates to the most recent validated version before performing services. Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. It is Customer's responsibility to deploy validated updates.

9.7 Customer will ensure third parties complete interface work by the interface testing date. Philips may terminate interface obligations and refund pre-paid amounts for interfaces, excluding amounts for work performed prior to termination, if Customer delays result in not meeting the interface testing date. Terminated interfaces will be re-evaluated under a separate new sales contract.

9.8 Philips is not responsible for business continuity or disaster recovery plans or data backup. Customer is responsible for daily backups and otherwise determining appropriate frequency. Backups should occur daily at a minimum. Hard drives on Products are not to be used as a data repository and all

images and reports on Product shall be sent to different storage device such as Picture Archive and Communication System (PACS) or Health Suite Imaging (HSI) system, at minimum on a daily basis.

9.9 Professional services for Licensed Software implementation will adhere to a statement of work and be subject to these terms. A statement of work signed by the Customer is required by Philips at the time of Customer order placement of Philips Enterprise Informatics Licensed Software Products.

10. Confidentiality

10.1 The Parties will keep confidential any information of the other party and use it only to carry out their rights and obligations under these Conditions of Sale and the Quotation. This obligation does not extend to public domain information or information disclosed by law or court order.

11. Compliance with Laws

11.1 Each party will comply with all applicable laws, rules, and regulations.

12. Privacy, Data Protection and Data Use Terms

12.1 Philips processes personal data provided by Customer in accordance with Philips' Privacy Notice, available at www.philips.com/privacy.

12.2 Philips may process personal data as necessary to provide, maintain, support, secure, troubleshoot, and ensure legal and regulatory compliance of the Products and related services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and under instruction of Customer pursuant to a Business Associate Agreement to the extent applicable.

12.3 Customer consents to Philips' use of non-personal data for lawful business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

13. Force Majeure

13.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate the Quotation for any Product(s) not yet delivered.

14. Miscellaneous

14.1 Products may contain remanufactured parts equivalent to new in performance.

14.2 If Customer becomes insolvent, files for bankruptcy, has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.

14.3 If any provision of these Conditions of Sale is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.

14.4 Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.

14.5 Failure to require compliance with any obligation does not affect the right to enforce it later.

14.6 Customer may not assign rights or obligations without Philips' prior written consent, except for a sale of substantially all of Customer's assets or internal reorganization, and provided that in each case Customer is not in breach of any payment obligations and the assignee assumes all liabilities and obligations in writing.

14.7 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.

14.8 All transactions are governed by the laws of the state where the Product will be installed, excluding the Uniform Computer Information Transactions Act (UCITA). EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS QUOTATION.

14.9 Customer will report immediately to Philips any event suggesting a Product may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.

14.10 Philips and Customer will 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 4 years after furnishing Products pursuant to these Conditions of Sale, Philips will 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 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of 4 years after the furnishing of such Products pursuant to such subcontract, the related organization will 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 the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section 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 section will be deemed inoperative and without force and effect.

14.11 Philips, as the date of signature of the Quotation, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs (an "Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.

14.12 Customer acknowledges that certain policies, schedules, Product-specific terms, and other documents referenced in these Conditions of Sale are provided via embedded hyperlinks (collectively, "Hyperlinked Terms"). Customer represents that it has the ability to access, download, and store the Hyperlinked Terms and agrees that all Hyperlinked Terms are incorporated into, and form part of, these Conditions of Sale as if set out in full. If a hyperlink changes or is unavailable, the then-current version of the relevant Hyperlinked Term identified by title and version/date will control, and Philips will provide a copy upon request.

14.13 Headings used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

14.14 These Conditions of Sale, the terms in the Quotation, and any applicable Product-specific warranty constitute the entire agreement and supersede all previous understandings or agreements regarding the transactions contemplated by the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties.

14.15 The Product-specific schedules included with these Conditions of Sale apply solely to the specified Products and govern in the event terms expressly set forth in the schedule conflict with terms expressly set forth in these Conditions of Sale.

PHILIPS

Schedule 1
Imaging Systems Portfolio (IS) (Rev 27)

Product Category	Products
Image Guided Therapy (IGT)	Image Guided Therapy Systems (IGT-S)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGT-D) fka Volcano (capital only)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	OEM Imaging Components (Coils)
	Radiation Oncology (PROS)

1. Payment Terms

1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer (a) 80% of the purchase price upon delivery of the major components of the Product and (b) 20% of the purchase price when the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual. Customer shall pay Philips net 30 days from invoice date.

2. Additional Magnetic Resonance (MR) Terms and Conditions

2.1 Customer Installation Obligations

2.1.1 Prior to delivery, Customer shall: (i) comply with Philips' specifications and all radio frequency (RF), magnetic shielding, acoustical suppression, and building codes relevant to the Product and (ii) provide detailed information on the proposed helium exhaust pipe, including detailed architectural drawings, a completed Helium Exhaust Pipe Verification Checklist (provided by Philips), and picture(s) showing the helium exhaust pipe discharge.

2.2 Costs of equipment preservation 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.

3. MR Subscription

3.1 If the Quotation includes Magnetic Resonance Imaging (MRI) software license packages offered under an MR subscription ("MR Subscription"), the Quotation is subject to the additional Schedule 1-A (MR Subscription) terms set forth on https://www.usa.philips.com/healthcare/support/terms-and-conditions. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.

PHILIPS

Schedule 1-B
Additional Terms and Conditions for Azurion Release 3 – Technology Maximizer Essential Program (Rev 27)

1. Services

1.1 Philips Technology Maximizer (alternately referred to as Tech Max) Essential program is included in Customer's purchase of an Azurion Release 3 Product for five years from Product installation date ("Term"). Philips will make available upgrade(s) for the equipment as specified on the Quotation ("Equipment") as outlined below and according to the Quotation to maintain the Equipment at latest configuration including:

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");

1.1.2 Third-party operating system (OS) updates;

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

1.1.4 Limited clinical training for new or enhanced functionality if operational workflows are modified as part of an upgrade; and

1.1.5 A one-time computer hardware replacement.

2. Terms and Conditions of Technology Maximizer

2.1 Philips will provide Technology Maximizer Essential for the Equipment, identified by its serial number following installation, during the Term.

2.2 Technology Maximizer does not include basic Equipment preventive maintenance.

2.3 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.

2.4 Software Warranty. All Philips Licensed Software upgrades issued under the Quotation 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.

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

2.5.1 made commercially available by Philips during the Term;

2.5.2 supported by the Equipment hardware and configuration; and

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

2.6 Upgrade Delivery Process. Philips will notify Customer of a qualifying upgrade. Customer must provide written notice (email is sufficient) during the Term of intent to receive the upgrade. If Customer does not provide written notice of intent to receive the upgrade, then Philips is under no obligation to provide such upgrade. To be eligible to receive the upgrade, Customer must accept an upgrade made available within the Term and have the upgrade scheduled for installation during the Term or within one year following expiration of the Term.

2.7 Upgrade Limitations. Upgrades provided under Technology Maximizer may not be sold, transferred, or assigned to any other product or third party

2.8 Parts removed for an upgrade become Philips' property.

2.9 Availability limitation. If Customer refuses the installation of an upgrade or no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term, no credit or refund is provided. Philips makes no representations in number of upgrades or enhancements made available during the Term. The release of all third-party software publishers' upgrades is at the sole discretion of the software publisher, only to the extent made available to Philips, and subject to prior validation by Philips for use with the Equipment. Philips validation of third-party software includes without limitation screening for safety issues, processing delays, or image distortion. Any upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

PHILIPS

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

1. Services

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

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

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

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

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

2. Terms and Conditions of Technology Maximizer

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

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

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

2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
- 2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;
- 2.4.2 supported by the Equipment hardware and configuration; and
- 2.4.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

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

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

2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:
- 2.7.1 are available only for the designated Equipment specified on the Quotation;
- 2.7.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
- 2.7.3 may not be sold, transferred, or assigned to any third party; and
- 2.7.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.
- 2.7.5 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.

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

discretion.

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

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

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

PHILIPS

Schedule 22
4DMedical Applications (Rev 27)

1. Application of Terms and Conditions of Sale

1.1 This 4DMedical Applications Product-specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule: 1.6 (Philips Security Interest Until Full Payment), 2 (Lease and Trade-In), and 4.1 through 4.3 (Product Warranty).

2. Definitions

2.1 "Agreement" means this Schedule and its Exhibit(s), together with the Quotation and the Conditions of Sale.

2.2 "Authorized User" means a User authorized to use Subscription Service on a licensed device and/or unit(s) of sale as described in the Quotation, as specified on the Quotation.

2.3 "Customer Content" means data and information input by Customer into the Subscription Service or otherwise processed by Customer using the Subscription Service (other than Philips' propriety or confidential information).

2.4 "Deliverables" means materials, work products, and documentation provided and/or delivered as part of the Professional Services.

2.5 "Documentation" means the Instructions for Use (IFU) for the Subscription Service provided by Philips as may be updated from time to time by Philips as well as any other written instructions provided by Philips to Customer.

2.6 "Go-Live" means Subscription Service is ready for Customer's use, defined as the first of either of the following to occur: Philips first providing Customer with access to Philips' standard instance of the Subscription Service, as evidenced by Customer's signature of Philips' Customer Acceptance Form or 2) Customer's making productive use of the Subscription Service.

2.7 "Maintenance" means the tracing or repairing of defects of the Subscription Service through Updates and Upgrades made available from time to time, at the discretion of Philips, according to the Service Level Agreement.

2.8 "Order Effective Date" means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

2.9 "Order Term" means the period of time, specified on the Quotation and commencing at Go-Live, during which Customer will have access the Subscription Service(s) as described on the Quotation.

2.10 "Professional Services" means the services ordered by Customer and provided by or on behalf of Philips pursuant to this Schedule, including but not limited to installation, implementation, verification and training, excluding the provision of any Technical Support Services or Maintenance with respect to the Subscription Service or Software.

2.11 "Quotation" means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, term, number of licensed devices and/or unit of sale as described in the Quotation, and fees.

2.12 "Service Level Agreement" means Philips' Service Level Agreement for Subscription Service as of the Order Effective Date, which is attached as an Exhibit to this Schedule. Philips reserves the right to publish revisions to the Service Level Agreement from time to time.

2.13 "Services" means, collectively, the Subscription Service and any Professional Services.

2.14 "Statement of Work" or "SOW" means the statement of work made pursuant to and a part of this Agreement, describing the implementation specifications, project plans, or other technical instructions, as applicable and agreed by the parties in writing prior to Philips' commencement of the Services.

2.15 "Subscription Service" means the application hosted and provided by Philips to Customer on a SaaS basis, including Maintenance and Technical Support Services, as well as software components hosted on Customer's premises as part of Subscription Service: all as described in the Documentation and as specified in the Quotation and Service Level Agreement.

2.16 "Technical Support Services" means the technical support services provided by Philips for the Subscription Service according to Service Level Agreement.

2.17 "Third-Party Products and Services" means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, other than the Subscription Service or Customer Content, that: a) Customer has acquired or may acquire the right to use from a party other than Philips (irrespective of whether it is delivered by Philips), or b) for which Philips is not the original equipment manufacturer.

2.18 "Third-Party Terms" means different or additional terms and conditions governing Customer's use of Third-Party Products and Services as may be supplied directly to Customer by the original equipment manufacturer for such Third-Party Products and Services passed through to Customer by Philips.

2.19 "Updates" means fixes or corrections for bugs, provided to enable the Subscription Service to substantially perform in accordance with its Documentation which is typically designated by a change in the third number in the series (always can be found to the right of the decimal point). Updates do not include new products, modules or extensions for which Philips elects to charge separately.

2.20 "Upgrades" means a new version or release of the Subscription Service, that contains new features and enhancements to functionality and may include a change to the platform. A new version and release, under this definition, are typically designated by a change in the first or second number in the series (which can always be found to the left of the decimal point). Notwithstanding the foregoing, Upgrades do not include new products, platform, modules or extensions for which Philips elects to charge separately; provided however, such Upgrades have a substantial change from the previous major version with respect to product feature(s) or underlying technology. New optional configuration of the Subscription Service may be available for additional subscription fees and shall not include changes with a version change in the first or second number in the series.

2.21 "User(s)" means any person who is authorized by Customer to use and access the Subscription Service solely for Customer's benefit, in accordance with this Schedule and has been supplied user identification and password by Customer (or by Philips at Customer's request if Philips has so agreed in writing). Customer is solely responsible to ensure that only authorized users having the legal right to access data for the lawful benefit of Customer use the Subscription Service enabled via Customer's IT system.

3. Subscription Service Access

3.1 Subject to the terms and conditions of the Agreement, including (without limitation) full and timely payment of fees and Customer's compliance with this Schedule, Philips will, during the Order Term, make the Subscription Service available to Customer for Customer's own internal operations.

3.2 Subscription Service fees are not contingent on Philips' or Customer's configuration of the Subscription Service, or Customer data acquisition.

3.3 The Subscription Service may not be used in conjunction with more than the maximum number of scans included in the bundle and/or tier of scans as stated on the Quotation. If Customer exceeds the maximum number of scans as stated on the Quotation in any contract year, Customer shall be charged at the higher tier/bundle at Philips' then-current rates for the next contract year.

3.4 Customer will use the Subscription Service solely as contemplated by this Schedule. Furthermore, Customer will not:

3.4.1 use the Subscription Service in a manner inconsistent with the Documentation;

3.4.2 sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users;

3.4.3 access the Subscription Service in order to (i) build a competitive product or service or (ii) copy any ideas, features, functions or graphics of the

Subscription Service; or

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

3.5 Updates and Upgrades are made generally available to Customer during the Order Term, subject to any limitations set forth in the applicable Quotation and this Agreement.

4. Deployment

4.1 The Subscription Service will be delivered and deployed by Philips or by a subcontractor named by Philips, as specified on the Quotation or SOW.

4.2 Customer is responsible for cooperating and performing its deployment responsibilities identified in the applicable SOW without delay.

4.3 Customer will maintain adequate internet connection bandwidth in compliance with the Documentation.

4.4 The parties understand that there may be instances where a performance obligation of Philips or Customer is dependent on a precedent performance obligation of the other party. In the event the other party does not perform its precedent performance obligation as of the scheduled date or in accordance with the specifications for such precedent performance obligation, such that the non-delaying party does not have adequate or sufficient time to fulfill its obligations in a commercially reasonable manner and stay within the agreed-upon schedule, the non-delaying party will be entitled to take a reasonably necessary amount of time to complete its performance obligation not less than the length of the delay engendered by the delaying party.

4.5 Philips may subcontract to contractors of Philips' choice any of its obligations to Customer or other activities performed by Philips under this Schedule. No such subcontract will release Philips from its obligations to Customer set forth herein.

5. Service Fees

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

5.2 Unless otherwise set forth in the Quotation, Subscription Service fees will be invoiced by Philips upon Go-Live, and then every 12 months from the start of the Order Term.

5.3 In the event Customer has exceeded its use of the Subscription Service beyond the maximum number of scans included in the bundle and/or tier of scans identified on the Quotation, Philips will invoice, and Customer will pay, Philips' then-current Fees for such additional usage.

5.5 Subscription Service Fees are not decreased based on actual usage. The Order Term is non-cancelable.

5.6 Subscription Service fees may be increased by Philips annually by the greater of (i) 5% per year or (ii) the most recently published 12-month percent change in the United States consumer price index for medical care services (CPI-MCS) as of the annual anniversary of Go-Live.

6. Customer Responsibilities

6.1 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to) (network) connectivity, as well as maintenance for the same. Customer must employ industry-standard virus protection software and security protection for Customer's infrastructure used to access Subscription Service.

6.2 Customer will provide full and timely cooperation with Philips' Technical Support Services resources.

6.3 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule. Customer will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Service, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate fully with Philips in any litigation against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and (c) ensure the proper configuring, programming, updating, and operating of Customer's hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.

6.4 Customer agrees to comply with any and all Third-Party Terms as they are disclosed to Customer in writing in connection with Customer's use of Third-Party Products and Services.

7. Warranty

7.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Order Term.

7.2 In case of a warranty claim, Customer must promptly notify Philips in writing. Upon receipt of such notice, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to make it perform in accordance with the Documentation. All corrections will be made in accordance with the applicable Service Level Agreement. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period not less than 30 days, Philips is unable to replace or repair the Subscription Service, Customer may terminate this Schedule without liability upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

7.3 This warranty is subject to the provisions of Sections through 4.7 through 4.9 of the Conditions of Sale.

8. Maintenance and Technical Support Services

8.1 Maintenance and Technical Support Services will be provided by Philips to Customer as part of the Subscription Service during the Order Term in accordance with the applicable Service Level Agreement.

8.2 Philips is not obligated to provide any technical support services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks.

9. Obsolescence

9.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality or security of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

9.2 Philips may determine that the Subscription Service is obsolete or will otherwise be discontinued and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service or Maintenance or Technical Support Services for the same. In such event Philips may, with 180 days' prior notice, terminate the Agreement, and provide Customer with a refund of any pre-payments for periods of Subscription Service not yet rendered.

10. Term and Termination

10.1 Order Term. The Agreement will take effect upon the Order Effective Date. The Order Term is set forth on the Quotation and commences upon Go-Live.

10.2 Either party may terminate an Order Term upon a material breach of this Agreement by the other party if such breach is not cured within 30 days after receipt of written notice specifying the breach. Termination or expiration of the Order Term will result in termination of this Schedule.

10.3 Termination of the Schedule for any reason will not constitute a termination of any other orders, or schedules made under the Conditions of Sale that are not subject to this Schedule, and will not relieve Customer of any of its obligations incurred prior to such termination including, but not limited to, payment of all outstanding invoices for Subscription Service performed until the effective date of such termination and will not impair any of Philips'

rights which have accrued prior to such date. In the event of termination due to Customer's breach: a) all fees for the remaining period of the Order Term will immediately become due and payable, and b) Philips' obligations under this Schedule will cease.

10.4 Upon termination or expiration of this Schedule or the Order Term, for any reason, Customer will immediately cease accessing the Subscription Service and – upon Philips first request – return, delete or allow Philips to retrieve the software component of the Subscription Service hosted on Customer's site.

10.5 For a period of 30 days after the effective date of termination or expiration, Philips will make available to Customer for download Customer Content stored in the Subscription Service. After such 30-day period, Philips will have no obligation to maintain or provide any Customer Content and will have the right, unless legally prohibited, to delete all such Customer Content in its systems or otherwise in its possession or under its control.

10.6 In addition to any of its other rights or remedies Philips may, at its discretion, suspend the Subscription Service or Professional Service, where Customer has failed to perform any obligation under this Schedule where such breach is irremediable or, if the breach is remediable, fails to remedy such breach within 30 days after being notified in writing to do so. Philips will not exercise this remedy without prior written notice to Customer, unless such prior written notice is not reasonably possible, for instance, as necessary to ensure security of the Subscription Service.

11. Professional Services Terms

11.1 Recommendations Only. The Professional Services may include advice and recommendations. Such Services are advisory in nature, and Customer is responsible for evaluating such advice and considering all relevant factors and will be solely responsible for the decision to implement such advice and any and all outcomes.

11.2 Timelines and Labor Hours. Unless expressly agreed upon between the parties in writing, any hours and dates described in the Quotation and/or SOW, including (without limitation) with regard to milestones and Deliverables, are estimates only and are solely intended for Philips' budgeting purposes and resource-scheduling purposes. Philips exceeding an estimate does not constitute a breach by Philips.

11.3 Fees, Expenses, and Payment.

11.3.1 For each and every Deliverable as included in the Quotation with a specific price associated with it, the following will apply: (i) each such Deliverable will be deemed to be a standalone item, (ii) Philips may invoice for each item as it is delivered, and (iii) Customer will pay for each item as it is invoiced.

11.3.2 Unless expressly stated otherwise in the Quotation, in addition to the Fees, Customer will reimburse Philips for all expenses actually incurred by Philips in performing the Professional Services, including travel, lodging, meals, transportation, and other customary out-of-pocket expenses. At Customer's request, Philips will furnish reasonable documentation supporting all such expenses.

11.3.3 Unless a Quotation explicitly sets forth the Deliverable to be provided on a fixed fee basis, Professional Services are Quoted on an hourly basis, and any totals listed are estimates of the total required for the Deliverable/Professional Services, Customer will be invoiced on the actual hours spent performing the Professional Services. Such invoice may exceed the total estimated hours listed in the Quotation. If Philips foresees that the estimated number of hours will be exceeded, it will use commercially reasonable efforts to inform Customer thereof.

11.3.4 Customer will be charged for Professional Services Fees and other Fees as a result of a change associated with Upgrades, as detailed in the Quotation.

11.4 Customer's Responsibilities. Philips' responsibility to provide the Professional Services, meet the milestones (if any), and provide Deliverables is contingent on Customer meeting its responsibilities in a timely and appropriate fashion, free of charge. If Customer fails to meet such responsibilities, it may result in an increase in the Fees, or in delays or extensions of the agreed milestones or Deliverables. Customer will provide:

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

11.4.2 access to relevant information and materials (written and electronic) as needed to accomplish the objectives described in the Agreement;

11.4.3 prompt written notification to Philips if Customer knows that earlier-provided information or materials are incorrect or have changed in such a way that any inaccuracy or change may impact Philips' delivery of the Professional Services in any way;

11.4.4 written information to Philips identifying all healthcare and other regulatory and quality requirements applicable to the Professional Services, and Customer will obtain all required approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Professional Services for Customer;

11.4.5 Philips personnel with adequate safety and other training and familiarize them with local procedures and rules of Customer;

11.4.6 written feedback promptly upon Philips' request; and

11.4.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 11.4 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.

PHILIPS

Schedule 22-A
Service Level Agreement
4DMedical Applications (Rev 27)

1. Service Level Agreement

1.1 This is the Service Level Agreement describing the Maintenance and Technical Support Services provided as part of the Subscription Service. Philips reserves the right to change, update, or modify this Service Level Agreement from time to time upon publication to Customer. This Service Level Agreement ("SLA") is part of, and subject to the Agreement as defined in the 4DMedical Applications Product-specific Schedule.

2. Definitions, Terms and Abbreviations

2.1 The terms that start with an uppercase letter have the meaning assigned to them in this SLA. Terms that start with an uppercase letter and are used in this SLA, but are not defined therein, have the meaning assigned to them in the Agreement.

Customer Provided Infrastructure	The hardware and the virtual environment (VE) provided by Customer on which the Subscription Service runs, including On Premises Software.
External Downtime	Unplanned downtime not resulting from Philips or its licensor-controlled software or services (i.e., downtime caused by Customer or 3rd-party issue that is not directly part of Philips and its licensor's service).
Maintenance Window	The agreed periods during which Scheduled Downtime takes place to perform maintenance, Updates and Upgrades for the Subscription Service on the Production Environment.
Modification	A supplement, change or deletion in the Subscription Service.
On Premises Software	The software component of the Subscription Service provided by 4DMedical on behalf of Philips that will be installed on Customer-Provided Infrastructure.
Priority	The relative evaluation of a Ticket's priority with respect to other Tickets.
Production Environment	The cloud-based environment or on-premises environment, where all processing and storage for the Subscription Service takes place. This environment is dedicated to production use and does not include any test or acceptance systems.
Response Time	The time period between when a Ticket is submitted and when Philips, or its licensor, shares the first feedback on the Ticket's status and assigns Priority with Customer.
Scheduled Downtime	The time that the Subscription Service is unavailable due to scheduled maintenance.
Service Outage	Any event that renders the Subscription Service unavailable to Customer other than (i) Scheduled Downtime or (ii) External Downtime.
Subscription Service Guide	The instructions for use and/or technical documents regarding the Subscription Service.
Support Desk	The point of contact with Philips or it's licensor 4DMedical, for providing support on the Subscription Service to Customer (Customer Service Center)
Support System	The information system in which Customer support requests are registered.
Ticket	A support request submitted by Customer to the Support Desk in the Support System, including issues, requests, questions or other notifications regarding the Subscription Service.
Working Day/Hours	The Support Desk is available 8 AM to 6 PM CST; Monday through Friday, excluding holidays.
Workaround	A method indicated by Philips, or it's licensor, to avoid the consequences of an issue as far as possible, without the need for a new update to the Subscription Service, which enables Customers to use the Subscription Service uninterrupted as much as possible.

3. Service Overview

3.1 Below is a table summarizing the different services offered by Philips or its licensor, 4DMedical. What Customer is entitled to is indicated on the Quotation as agreed by Philips and Customer.

Service Overview (Table 1)

Section	Service
1	Installation/Configuration and Onboarding
2	Technical Support
3	Support Response times
4	Error Workaround and Resolution
5	Subscription Service Updates (during Maintenance Window)

3.2 Customer is responsible for providing, securing, and maintaining Customer Provided Infrastructure, including the required virtual machine (VM) hardware and associated infrastructure necessary for the Subscription Service deployment. This includes purchasing the virtual environment and ensuring all security aspects are properly maintained. Philips and its licensor, 4DMedical, are responsible for maintaining and supporting the On Premises Software installed on that environment.

4. Installation/Configuration and Onboarding

4.1 The installation of the Subscription Service will be performed by authorized 4DMedical personnel. The installation will be on a Customer Provided Infrastructure as specified by the Subscription Service Guide. Typical steps will include:

4.1.1 Deploy the On-Premise Software.

4.1.2 Configure Cloud Subscription Service.
4.1.3 On-Board Users.
4.1.4 Connectivity Configuration.
4.1.5 Verification of Data.
4.1.6 Verification of Data Send/Storage/Access.
4.1.7 Go Live.

5. Technical Support

5.1 Customer is responsible for Customer Provided Infrastructure and its Users. After completing appropriate internal checks, Customer's IT team may escalate unresolved issues to Philips.

5.2 The Subscription Service Guide will contain detailed specifications and requirements necessary for the virtual machine host and the Subscription Service. Customer will ensure that Customer Provided Infrastructure meets the requirements and specifications in the Subscription Service Guide.

5.3 Philips and its licensor 4DMedical are not responsible for External Downtime. Philips' licensor 4DMedical™ provides second- and third-line support on the Subscription Service for Service Outages. A Support Desk has been set up for this purpose. The Support Desk assists by providing advice or registering and resolving Tickets with respect to the Subscription Service.

5.4 Customers can contact the Support Desk through the Informatics Customer Service Portal, by phone, or by email. Support is available during Working Days/Hours.

5.5 When contacted, the Support Desk will create a case in the Philips ServiceNow (SNOW) system, capturing all relevant details to maintain a visible and traceable record. After performing initial validation, Philips will forward the case to its licensor 4DMedical for second- and third-line support. Any updates from 4DMedical will be communicated directly to Customer as well as recorded back into SNOW to ensure that progress remains visible to Customer.

6. Support Response Times

6.1 The applicable Response Times are described in the table below:

Support Response Times (Table 2)

Classification	Response
Severity 1*	Within 2 business hours
Severity 2*	Within 6 business hours
Severity 3	Within 5 business days
Severity Levels Classification Description	
Severity 1:	"**Critical Business Impact**" The impact of the deficiency reported in the Support Request is such that a User is unable either to use the Application or reasonably continue work using the Application.
Severity 2:	"**Significant Business Impact**" Important features of an application are not working properly, and there are no acceptable alternative solutions. While other areas of the Application may not be impacted, the deficiency reported in the Support Request has created a significant, negative impact on a User's productivity or service level.
Severity 3:	"**Some Business Impact/Minimal User Impact**" Important features of an application are unavailable, but an alternative solution is available, or non-essential features of the Application are unavailable with no alternative solution. The User impact, regardless of product usage, is minimal loss of operational functionality or implementation resources.

7. Error Workaround

7.1 The commitments for workaround of errors are as specified in Table 2, provided (i) Customer provides Philips or its licensor with remote access to the Subscription Service software and Customer Provided Infrastructure, unless otherwise agreed by Philips or its licensor, and (ii) Customer provides all reasonable assistance, including but not limited to Customer's information technology department assistance with error investigation and workaround, and ensuring the reasonable assistance of Customer's subcontractors or other 3rd party technology providers required for error investigation and Workaround.

Workaround Classification (Table 3)

Classification	Workaround
Severity 1	Within 24 hours of the Ticket creation
Severity 2	Within 48 hours of the Ticket creation
Severity 3	Not applicable

8. Subscription Service Updates (during Maintenance Window)

8.1 Philips' licensor 4DMedical™ carries out certain Updates of the Subscription Service during the Maintenance Window. Philips and its licensor are not responsible for any updates to Customer Provided Infrastructure and Third-Party Products and Services.