

Mehul Shah

Royal Free London NHS Foundation Trust (Customer)
HAMPSTEAD DIRECTOR OF FINANCE POND STREET
LONDON, NW3 2QG

Roger Evans
Account Manager PCMS
Ascent 1, Aerospace Boulevard
GU14 6XW Farnborough
Tel.: 07810 506433

Mobile: 07810 506433
E-mail: roger.evans@philips.com

Ref.: EMEA280872-1
Date: 26/10/2021

Dear Mehul,

I am pleased to submit the attached quotation 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 using the details shown at the bottom of this letter.

Please note that all necessary initial applications training is included in the offer price. Further applications training can purchased separately by contacting our Customer Care Centre at ukeducationenquiries@philips.com.

Orders relating to this quotation should be sent to the address or fax number at the top of this document or emailed to uki.bc@philips.com.

Yours sincerely,

Roger Evans
Account Manager PCMS
07810 506433
roger.evans@philips.com

Royal Free London NHS Foundation Trust (Customer)
HAMPSTEAD DIRECTOR OF FINANCE POND STREET
LONDON, NW3 2QG

Roger Evans
Account Manager PCMS
Ascent 1, Aerospace Boulevard
GU14 6XW Farnborough
Tel.: 07810 506433

Mobile: 07810 506433
E-mail: roger.evans@philips.com

Ref.: EMEA280872-1
Date: 26/10/2021

Quotation
PM Royal Free Hospital
Recovery Microstream EtCO2 26102021
Version 1

1	PRODUCT OFFERING	2
2	TERMS AND CONDITIONS	3

1 PRODUCT OFFERING

1.1 IntelliVue Microstream Extension (Chapter 1)

Qty	Article No.	Description	Offer Price Excl. VAT (GBP)
<u>867041 IntelliVue Microstream Extension</u>			
20	867041	IntelliVue Microstream Extension	37,050.00
20	867041_B06	B06 Add dual IBP, Temp	8,055.00
867041 IntelliVue Microstream Extension Subtotal (GBP):			45,105.00
Total Offer (GBP):			45,105.00

This quote has been approved in accordance with Philips internal policies.

2 TERMS AND CONDITIONS

PHILIPS ELECTRONICS UK LIMITED (NHS)

This quotation made to the Customer is subject to external feasibility which shall include but not be limited to the ability to complete the preparatory site work and obtain the necessary licences.

This quotation is made in accordance with the National Health Service ("NHS") Supplementary Conditions of Contract for the Supply, Installation and Maintenance of Clinical Radiology and Clinical Oncology Equipment ("CRACOE") dated January 2005, the NHS Terms and Conditions of Contract for the Supply of Goods dated January 2018, the NHS Terms and Conditions of Contract for the Provision of Services dated January 2018, NHS Terms and Conditions of Contract for the Supply of Goods and Provision of Services dated January 2018, the NHS Conditions of Contract for the Supply of IT Systems dated July 2007 and the NHS Conditions of Contract for Support of IT Systems dated July 2007 (together the "NHS Terms").

This quotation shall remain valid for 30 days.

This quotation should be treated as confidential and any disclosure by the Customer, whether directly or indirectly, of information contained within this quotation not already within the public domain shall be treated as a breach of confidentiality.

Special Terms and Conditions

If software is being provided as part of this quotation then the required software shall be supplied in accordance with the Philips Software License Agreement, as set out below at Schedule 1, which shall form Appendix B of CRACOE, as permitted by clause 25 of CRACOE.

If the subject of this quotation includes software sourced from a third party then the original supplier's warranty shall form Appendix C of CRACOE, as permitted by clause 30 of CRACOE.

If Lumify Ultrasound Solution is being provided as part of this quotation then the Solution shall be supplied in accordance with the Contract Terms and Conditions – Lumify Ultrasound Solution ("Lumify Terms") as set out below at Schedule 2.

If Imaging Systems and EOI Software Products are being provided as part of this quotation then the Solution shall be supplied in accordance with the EOI Exhibit ("EOI Terms") as set out below at Schedule 3.

Any leased equipment pricing/costing/charges provided, unless accompanied by a valid leasing agreement as per the paragraph below are for indicative purposes and are only capable of acceptance by the finance/leasing company.

This quotation is based on payment terms specified in clause 48 of CRACOE dated January 2005, which apply irrespective of the method or source of finance. If an operational lease is being used to finance the purchase, the finance/leasing company must be made aware of these special payment terms and a leasing agreement must be in place prior to placing an order, and to that end Philips will only be able to accept an order placed by the finance/leasing company.

Title to goods shall only pass to the Customer once all outstanding sums owed under the contract have been paid to Philips. Until title passes, the Customer holds the Goods on behalf of Philips as bailee and must keep the Goods free from any charge, lien or other encumbrance and shall keep the Goods identifiable and separate from other property in its possession.

The Customer has the right to resell the Goods but not as Philips agent and Philips may terminate that right at any time prior to full payment being made but in any event upon the insolvency of the Recipient.

Freedom of Information Act

This offer price quoted being commercially sensitive in nature should be treated as strictly confidential for a period of two years from date of issue. Any information related to the offer price sought by a third party shall not be disclosed unless express written authority has been granted by Philips.

Any decision by the Customer to disclose any information under the Freedom of Information Act 2000 must take into account the legitimate commercial interests of Philips. Prior to any information being disclosed under the Freedom of Information Act 2000, the Customer shall, by providing prior written notice, obtain written confirmation from Philips as to current confidentiality of information requested and allow a reasonable time for Philips to either object to the disclosure and/or seek an injunctive remedy, or affirm and assist with any intended disclosure. Nothing shall preclude Philips from seeking compensation for any wrongful disclosure of information.

SCHEDULE 1 SOFTWARE LICENSE TERMS & CONDITIONS

1. Definitions

The following terms when capitalized in these Software License Terms & Conditions shall have the meanings assigned to them hereunder:

- 1.1. **“Acceptable Use Policy”** the Acceptable Use Policy attached hereto.
- 1.2. **“Acceptance”** means the date of the delivery of the first testing environment of the Licensed Software as evidenced by Philips’ notification of delivery to the Customer. Alternatively, the Licensed Software will be deemed accepted upon Customer’s continued use after a period of thirty (30) days from the date of the delivery of the first testing environment of the Licensed Software by Philips to Customer.
- 1.3. **“Affiliate”** shall mean, in relation to either Party, any legal entity which is directly or indirectly: (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, a legal entity shall be deemed to be controlled if: (i) more than 50% (fifty per cent) of its voting stock is owned by the controlling entity; or (ii) the controlling entity has the ability to direct the business activities or appoint the majority of the directors of such legal entity.
- 1.4. **“Confidential Information”** means all information in any form maintained in confidence by a Party, and (i) which is marked as such; or (ii) that under the circumstances by its nature would be understood to be confidential and/or proprietary information by a reasonable person. For the avoidance of doubt, information relating to these Software License Terms & Conditions, quotations, the pricing and fees associated therewith and Philips’ business, products, customers, business associates, IT operations, processes, Intellectual Property Rights and/or trade secrets is Confidential Information of Philips.
- 1.5. **“Customer Content”** means any information, in digital or other form, processed by Customer under these Software License Terms & Conditions in relation to the Licensed Software, including but not limited to data, documents, emails and pictures, excluding personal data within the meaning of article 4 (1) Regulation (EU) 2016/679.
- 1.6. **“Designated System”** means the computer hardware, infrastructure, virtual machines, network(connectors), information, content, operating system, servers, software, scripts, data, files, application programming, web servers or service, materials, equipment of Customer, designated by Customer to host and run the Licensed Software, which comply with the requirements as indicated by Philips.
- 1.7. **“Documentation”** means technical and functional specifications of the Licensed Software and user guides, manuals and other instructional materials provided by Philips relating to the operation and functions of the Licensed Software, as may be updated from time to time by Philips.
- 1.8. **“Fee(s)”** means the fees payable by Customer in consideration for the Licensed Software.
- 1.9. **“General Industry Standards”** means the behavioural attributes, use of technology, techniques and methodologies that a supplier of the software and services similar to the Licensed Software and related Services would use in the performance of the Services.

- 1.10. **“Implementation”** means the configuration and preparation of the Licensed Software for its use by Customer.
- 1.11. **“Infringement Claim”** means any claim brought by a third party against Customer alleging that the Licensed Software infringes any patent, trade secret, trademark or copyright of any third party.
- 1.12. **“Installation”** means installing the Licensed Software on the Customer’s Designated System.
- 1.13. **“Intellectual Property Rights”** means all intellectual and/or industrial property rights, including (but not limited to) copyrights, patents, trademark rights, trade name rights, database rights, trade secrets, know-how and any other proprietary rights or forms of protection of a similar nature or having equivalent or similar effect which may subsist anywhere in the world, whether or not registered and including applications for registration.
- 1.14. **“Licensed Software”** means the software (application(s)) provided by Philips to Customer, as described in the Documentation, including Updates and Upgrades provided as part of the Technical Support Services (if any).
- 1.15. **“Maintenance”** means the tracing or repairing of defects with respect to the Licensed Software and the development of Updates/Upgrades from time to time to the discretion of Philips.
- 1.16. **“Privacy and Data Protection Agreement”** means the Privacy and Data Protection arrangements as attached hereto.
- 1.17. **“Process” / “Processing”** means any operation or set of operations which is performed upon the Customer Content, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.18. **“Technical Support Services”** means the Technical Support Services and Maintenance provided by Philips for the Licensed Software, as agreed.
- 1.19. **“Third Party Products and Services”** means any hardware, software, peripherals or other equipment or services, other than the Licensed Software and Services, that Customer has acquired or may acquire the right to use from a different party than Philips. Third Party Products and Services includes hosting services.
- 1.20. **“Training”** means the instruction by Philips of the relevant employees of Customer (trainees) for the use of the Licensed Software.
- 1.21. **“Update”** means a release of the Licensed Software consisting of technical and/or functional alterations that are compatible with the previous release.
- 1.22. **“Upgrade”** means a major upgrade to the Licensed Software, i.e. an enhanced release of the Licensed Software which offers substantial additional functionality to the Licensed Software.
- 1.23. **“User(s)”** means the persons who are authorized by Customer to use the Licensed Software, for

whom subscriptions to the Licensed Software have been purchased, and who have been supplied user identifications and passwords by Customer (or by Philips at Customer's request).

2. License

- 2.1. Subject to these Software License Terms & Conditions, including (without limitation) (a) Acceptance of the Licensed Software, (b) full and timely payments of Fees and (c) usage of the Licensed Software by Customer in accordance with these Software License Terms & Conditions, Philips grants to Customer a limited, non-exclusive, non-transferable, license to use the Licensed Software, which license Customer accepts.
- 2.2. Customer agrees that its entering into these Software License Terms & Conditions is neither contingent upon the delivery of any future functionality or features of the Licensed Software nor dependent upon any oral or written public comments made by Philips with respect to future functionality or features of the Licensed Software.
- 2.3. User subscriptions are for Users only (named-user basis) and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Software.

3. Responsibilities of Parties

- 3.1. Philips shall: (i) deliver one copy of the Licensed Software.
- 3.2. Customer shall use the Licensed Software solely as contemplated by these Software License Terms & Conditions and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Licensed Software available to any third party, other than to Users or as otherwise contemplated by these Software License Terms & Conditions; (ii) send spam or unsolicited messages in violation of applicable laws; (iii) send or store infringing, or otherwise unlawful material, including material that violates third party rights; (iv) interfere with or disrupt the integrity or performance of the Licensed Software or the Customer Content contained therein; or (v) attempt to gain unauthorized access to the Licensed Software or its related systems or networks.
- 3.3. In addition to those prohibitions contained elsewhere in these Software License Terms & Conditions and unless allowed under applicable law, Customer shall not (i) modify, copy or create derivative works based on the Licensed Software; (ii) frame or mirror any content forming part of the Licensed Software; (iii) reverse engineer the Licensed Software; (iv) access the Licensed Software to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Licensed Software; (v) use the Licensed Software only for the purposes as expressly provided in these Software License Terms & Conditions; and (vi) exceed the licensed use of the Licensed Software.
- 3.4. Customer is responsible for (i) the relevant certificates, including (but not limited to) the ordering and activating of TLS certificates for websites, (ii) timely paying and renewing licenses for the use of the Licensed Software, (iii) insuring and making back-up copies of the Licensed Software (on database level) for archival, operational and security purposes, which will all be subject to the terms of these Software License Terms & Conditions, (iv) the maintenance of the database(s) of the Customer, (v) installing the most recent security updates, (vi) Third Party Products and Services (including Tomcat and Java) and (vii) creating and maintaining User accounts. Customer must

employ industry standard virus protection software and methods as well as firewall and other security protection, and is responsible for the consequences of any virus attack on, or security breach of, its operating system and the Licensed Software.

- 3.5. For the avoidance of doubt, Customer is responsible for the hosting of the Licensed Software.
- 3.6. Customer is responsible for installing any Updates and Upgrades of the Licensed Software, unless Parties have agreed that Philips will provide Technical Support Services. In case Philips provides Technical Support Services to Customer, the Updates and Upgrades are included in the Services. Customer shall only use the most current or second most current release of the Licensed Software and shall timely install and use Upgrades and Updates.
- 3.7. Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Software License Terms & Conditions, including (without limitation) the Acceptable Use Policy. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content; (ii) prevent unauthorized access to, or use of, the Licensed Software, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate with Philips in any litigation against third parties deemed necessary by Philips to protect its proprietary and contractual rights; and (iii) shall ensure the proper configuring, programming and operating of Customer's hardware, software, web sites, content, telephone and internet connections to allow access to and use of the Licensed Software; and (iv) comply with all applicable laws in using the Licensed Software.

4. Ownership and Intellectual Property Rights

- 4.1. Philips and its Affiliates own all rights, title and interest in and to the Licensed Software and Services, Documentation and other Philips' Confidential Information and all modifications and derivative works of each of the foregoing, and all Intellectual Property Rights therein. The Licensed Software is licensed, not sold.
- 4.2. Customer shall not remove or alter any copyright notices, Philips' trademarks, proprietary information notices or other legends or marking contained in the Licensed Software, the Documentation and other Philips' Confidential Information, and shall reproduce on all media containing a copy of the Licensed Software, the Documentation and/or other Philips' Confidential Information, without any amendments or changes thereto, all copyright notices, proprietary information notices and other legends and markings as were affixed to the original media.
- 4.3. Philips and its Affiliates shall have the right to use any feedback provided by Customer to Philips relating to the Licensed Software and Services, the Documentation and the Confidential Information in any manner they see fit.
- 4.4. Philips is entitled to use the trade name(s) and trade mark(s) of Customer on its website and in other (promotional) publications for the purpose of communicating that Customer uses the Licensed Software and related services of Philips. Customer will not use Philips' name or logo or any adaptation thereof, for any purpose without Philips' prior written consent, which consent may be granted or withheld at Philips' sole discretion. Customer will not give interviews to the media or publish any articles in connection with the Licensed Software and/or these Software License Terms & Conditions, unless Customer has obtained Philips' prior written approval for such interview or publication.

5. IP Infringement and Indemnifications

RFH Rec Micros nd 4268248 E280872-1 26102021

8 - 23

The information contained herein is the property of Philips and may not be reproduced (wholly or in part), used or disclosed without the prior written permission of Philips and then only on condition that this notice is included in any reproduction or disclosure. The copyright and the foregoing restriction on copying, use and disclosure extend to all media in which this information may be embodied, including magnetic storage. ©2017 Philips.

- 5.1. Philips shall, at its sole cost and expense, defend and settle any Infringement Claim, provided that (i) Customer has given prompt written notice to Philips of any such Infringement Claim, (ii) Customer gives Philips sole control of the defence and any settlement negotiations, and (iii) Customer gives Philips relevant information and assistance to defend against or settle the Infringement Claim.
- 5.2. Philips shall have the sole and exclusive right to defend and settle any Infringement Claim. In the event of an Infringement Claim, Philips shall also have the right, at its sole cost and expense, to (i) repair, Update/Upgrade or replace the Licensed Software so that it is non-infringing (providing the repaired or replacement software has similar functionality as the Licensed Software); or (ii) acquire a license for Customer to continue to use of the Licensed Software. If Philips is unable, after using commercially reasonable efforts, to either repair, Update/Upgrade or replace the Licensed Software so that it is non-infringing or acquire a license for Customer for the continued use of the Licensed Software, either Party may terminate these Software License Terms & Conditions upon written notice to the other Party.
- 5.3. Philips shall have no obligations under this clause to the extent the Infringement Claim arises as a result of: (i) modifications of the Licensed Software by Customer or third parties authorized by Customer (ii) the combination of the Licensed Software with any software, hardware or other technology not provided or authorized by Philips, or (iii) Customer not timely updating/upgrading the Licensed Software, if the Infringement Claim could have been avoided by installing and using the current Update or Upgrade of the Licensed Software.
- 5.4. This clause 5 states Customer's sole and exclusive remedy, and Philips's sole and exclusive obligation and the entire liability of Philips to Customer with respect to the violation and infringement of intellectual property rights.
- 5.5. Customer shall indemnify Philips, its Affiliates and each of their respective officers, directors, employees and agents against any loss, damage, liability or costs (including reasonable attorneys' fees) incurred by any of them as a result of any claims, demands, suits or causes of action made or brought against Philips, its Affiliates or any of their respective officers, directors, employees or agents by a third party arising out of or related to: (i) Customer's use of the Licensed Software in breach of these Software License Terms & Conditions; (ii) Customer's breach of any of its representations, warranties, undertakings or commitments in these Software License Terms & Conditions; or (iii) Customer's negligence or wilful misconduct. Philips shall promptly give written notice of the claim, demand, suit or cause of action to Customer, give Customer sole control of the defence and settlement of the claim, demand, suit or cause of action (provided that Customer may not settle or defend any such claim, demand, suit or cause of action unless it unconditionally releases Philips of all liability) and provide Customer, at Customer's cost, all reasonable assistance in defending and settling any such claim, demand, suit or cause of action.

6. Audit Rights and License Management

- 6.1. Customer shall allow Philips to carry out audits, including (without limitation) remote and/or electronic audits, of Customer's use of the Licensed Software in order to verify compliance with these Software License Terms & Conditions by Customer.
- 6.2. The audit shall be conducted at Philips' expense, unless the results of such an audit show that Customer's use of the Licensed Software is not compliant with the terms of these Software License

Terms & Conditions. If any audit by Philips yields any deficiency in the Fees paid to Philips, Customer shall promptly remit payment to Philips of the then current fees plus interest calculated at the maximum rate allowed under applicable law.

- 6.3. The Licensed Software incorporates license management tools and technology to ensure Customer complies with these Software License Terms & Conditions and to allow Philips to exercise self-help remedies in the event that Customer breaches these Software License Terms & Conditions, including without limitation the ability of Philips to temporarily or permanently suspend Customer's use of the Licensed Software. Philips shall not exercise any such self-help remedies without prior written notice to Customer, unless such prior written notice is reasonably not possible for instance with regard to the protection of the security of the Licensed Software. Customer consents to such license management tools and technology and authorizes Philips to exercise any or all of the capabilities thereof in the event Customer breaches any provision of these Software License Terms & Conditions and fails to cure such breach within such thirty (30) day notice period.

7. Warranties

- 7.1. Philips warrants that (i) the Licensed Software shall perform materially in accordance with the Documentation for a period of ninety (90) days from the date of Acceptance ("Warranty Period"); and (ii) it owns or otherwise has sufficient rights in the Licensed Software to grant to Customer the rights to use the Licensed Software granted herein.
- 7.2. If the Licensed Software fails to perform materially in accordance with the Documentation, Customer must promptly notify Philips in writing within the Warranty Period. If Philips receives such notice within the Warranty Period, Philips shall use commercially reasonable efforts to repair or replace the Licensed Software to make it perform in accordance with the Documentation. If, after using commercially reasonable efforts, Philips is not able to replace or repair the Licensed Software, Customer may terminate these Software License Terms & Conditions upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.
- 7.3. The warranties set forth in 7.1 and 7.2 shall not apply if (i) the Licensed Software has not been properly installed by the Customer and used at all times in accordance with the Documentation and supported platforms; (ii) Customer (either itself or via a third party on its behalf) has modified the Licensed Software; (iii) Customer has combined the Licensed Software with other software or hardware that is not conform recommended specifications of Philips; (iv) Customer did not provide prompt notice to Philips as set forth in 7.2; or (v) Customer has not timely Updated or Upgraded the Licensed Software.
- 7.4. None of the warranties set forth in these Software License Terms & Conditions apply to any Third Party Products and Services. Any warranties related to Third Party Products and Services are supplied directly by the manufacturers or service providers thereof and Customer shall only seek any remedies against such manufacturers or service providers.
- 7.5. These warranties are made to and for the benefit of Customer only. Except as specifically set forth in these Software License Terms & Conditions, Philips makes no representations and warranties, express or implied, relating to the Licensed Software, including but not limited to any warranty that the Licensed Software will meet Customer's requirements or that the operation thereof or access thereto will be error free or uninterrupted. Philips specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights or any warranties regarding the quality of the Customer Content, except to the extents that any warranties implied by law cannot be validly waived.

8. Limitation of Liability

- 8.1. The total aggregate liability of Philips, its employees, officers, and Affiliates for all loss and damage whatsoever and howsoever arising related to these Software License Terms & Conditions shall be limited to the total Fee paid by Customer during the 12 months immediately preceding the date on which the claim arose, except for liability for: (i) death or personal injury; (ii) damage caused by wilful intent, fraud or gross negligence.
- 8.2. Philips, its employees, officers, and Affiliates shall have no liability for special, indirect, consequential, exemplary, or incidental damages or for any damages whatsoever or howsoever, including (without limitation) loss of use, loss of data, loss of profits, loss of goodwill, additional employee hours or loss of anticipated savings arising out of or in connection with these Software License Terms & Conditions or the performance thereof, even if Philips has been advised of the possibility of such losses or damages.
- 8.3. Customer understands and agrees that Philips is not engaged in the practice of medicine and that the Licensed Software is an information tool only and is not a substitute for professional judgement of healthcare providers in diagnosing and treating patients. Customer shall indemnify Philips fully and shall hold Philips harmless against any losses or liability in connection with any claim arising due to Customer's use of the Licensed Software or its output for purposes of diagnosis or treatment.

9. Termination

- 9.1. Without prejudice to any other rights and obligations under these Software License Terms & Conditions or at law, Philips may terminate these Software License Terms & Conditions by notifying the Customer if any of the following events occur: (i) Customer directly or indirectly discloses or provides the Licensed Software to any third party not authorized under the terms of these Software License Terms & Conditions; (ii) Customer has ceased to exist or has been dissolved; (iii) Customer has been declared bankrupt or has been granted suspension of payments, on a temporary basis or otherwise; (iv) Customer's business has been discontinued; (v) a person other than Customer's current (ultimate) parent company has become holder of more than 50% of the shares in Customer's share capital or is actually capable, whether or not pursuant to an agreement with other persons with voting rights, of determining the outcome of votes in the general shareholders' meeting of Customer, or has legally merged with Customer, and (vi) Customer fails to comply with its obligations under clause 3.
- 9.2. Furthermore, Philips may – at its discretion – suspend the Licensed Software, in addition to any of its other rights or remedies, if Customer has failed to perform any obligation under these Software License Terms & Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so, provided that i) Philips will provide prior written notice to Customer of its intent to suspend the Licensed Software and ii) the suspension does not cause security issues.
- 9.3. Upon termination or expiration, Customer shall immediately cease using the Licensed Software and return all of the copies of Confidential Information to Philips, certify to Philips that Customer has retained no copies thereof, and acknowledge that it may no longer use the Licensed Software. In the event of termination through Customer's breach, all fees or charges due for the remaining period of the then-current Term shall immediately become due and payable. Upon termination of the license, Philips's obligations under these Software License Terms & Conditions shall cease. The provisions of clauses 3, 5, 6, 7, 8, 9.3, 9.4, 10 and 11 shall survive any termination or expiration of

these Software License Terms & Conditions.

- 9.4. Upon request by Customer made within thirty (30) days after the effective date of termination, Philips will make available to Customer for download a file of the Customer Content stored in the Licensed Software. Customer shall be required to pay Philips its then-current fees for providing such file, such fees to be separately quoted by Philips and agreed to in writing by Customer on a time and material basis. After such thirty (30) day period, Philips shall have no obligation to maintain or provide any Customer Content and shall 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. Export Control

- 10.1. Customer understands that certain transactions of Philips are subject to export control laws and regulations, such as but not limited to the UN, EU and the USA export control laws and regulations, (“Export Regulations”) which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of Philips to export, re-export or transfer the Licensed Software and/or Services as well as any Documentation, technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of the Licensed Software, Services, Documentation and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of the Licensed Software and/or Documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, Philips may suspend its obligations and the Customer’s or end-user’s rights until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, Philips may even terminate the relevant order in all cases without incurring any liability towards the Customer or end-users.
- 10.2. Customer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for the Licensed Software and Documentation supplied to Customer. Customer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Customer shall take all actions that may be reasonably necessary to ensure that no third parties (including its customers and end-users) contravene such Export Regulations. Customer shall indemnify Philips against any and all direct, indirect and punitive damages, loss, costs (including attorney’s fees and costs) and other liability arising from claims resulting from Customer’s or its customers’ breach or non-compliance with this article.

11. Miscellaneous

- 11.1. These Software License Terms & Conditions and all transactions contemplated by it shall be governed by the laws of England and Wales without regard to the principles of choice of law. Customer and Philips shall submit any dispute that cannot be solved amicably to the exclusive jurisdiction of the English courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Software License Terms & Conditions.
- 11.2. Customer’s general terms and conditions shall not apply to the Agreement and are hereby expressly rejected, regardless of whether the Customer refers to those terms and conditions in a request for a quotation or other communication addressed to Philips.
- 11.3. Customer shall not sell, transfer, assign or otherwise convey these Software License Terms &

- Conditions, or any of Customer's rights or obligations hereunder without the prior written consent of Philips, including without limitation by operation of law to a successor in interest in connection with a merger, consolidation, sale of shares or assets or other change of control transaction involving Customer. The purported transferee shall first be required to agree in writing with Philips to assume and perform all of Customer's obligations under these Software License Terms & Conditions. Any attempt to assign these Software License Terms & Conditions without Philips's prior written consent shall be void. These Software License Terms & Conditions shall be binding upon and inure to the benefit of Customer and its successors and permitted assigns.
- 11.4. Any notices required or permitted hereunder shall be emailed or be put in writing. Written notices shall be mailed by certified or registered mail (postage prepaid), delivered either by hand or by messenger at the addresses described in the Quotation, Agreement or PO, or at such other address as either Party shall have furnished to the other in writing.
 - 11.5. Philips will not be in breach of these Software License Terms & Conditions if its performance is prevented or delayed for circumstances beyond its control. Philips is excused from performing under these Software License Terms & Conditions when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts or omissions of third parties, acts or omissions of the Customer, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labour disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, non-availability of any permits, licenses and/or authorizations required, voluntary or mandatory compliance with any government act, regulation or request, shortage of labour, materials or manufacturing facilities.
 - 11.6. Upon prior notice to Customer, Philips is entitled to transfer, assign or otherwise convey these Software License Terms & Conditions, or any its rights or obligations hereunder to its Affiliate(s), which Customer hereby accepts.
 - 11.7. Customer agrees that certain breaches of these Software License Terms & Conditions may result in irreparable harm to Philips, the extent of which would be difficult and/or impracticable to assess, and where money damages would not be an adequate remedy for such breach. Accordingly, Philips shall be entitled to seek any and all remedies available at law or in equity, including without limitation injunctive relief or specific performance.
 - 11.8. Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in these Software License Terms & Conditions will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer's employees, agents, joint venturers, or partners.
 - 11.9. Philips may subcontract to contractors of Philips' choice any of its obligations towards Customer or other activities performed by Philips under these Software License Terms & Conditions. No such subcontract will release Philips from those obligations to Customer.

SCHEDULE 2

CONTRACT TERMS AND CONDITIONS – LUMIFY ULTRASOUND SOLUTION (“LUMIFY TERMS”)

The Lumify Ultrasound Solution is offered and sold by Philips Electronics UK Ltd (“Philips”) under the terms and conditions described below.

1. Installation

Internet connectivity is not required to use the Lumify Ultrasound Solution, but is required to download the Lumify App and to register each unique configuration (which includes the smart device, OS updates to the smart device, Lumify App SW versions, and Lumify transducer).

Planned Maintenance is not required and any technical support is provided remotely. The Lumify Ultrasound Solution does not come with any applications training provided from Philips. Technical support is available only via the service line number (+44 (0)1483 864119) between 8:00am to 8:00pm GMT, 7 days a week (excluding 25 December and 1 January). System upgrades are only available in the form of software updates.

2. Product Warranty

If your purchase includes a Lumify Ultrasound Solution, then the above warranty extends to provide a total warranty period of sixty (60) months from the date that is 10 calendar days after shipment of the product to the Customer. Customer's remedy for damage to a Lumify transducer and/or cable that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of the Lumify transducer and/or cable not more than once in any twelve (12) month period.

The warranty services for Lumify Ultrasound Solution do not include:

- a) any onsite service;
- b) any service or repair to any compatible devices supplied at the point of purchase, as well as accessories; or
- c) coverage for any Lumify Ultrasound Solution that is used outside of the United Kingdom or Ireland.

Warranty service for Lumify Ultrasound Solution will be available only via phone between 8:00am to 8:00pm GMT.

Philips does not provide any maintenance or repair services for compatible smart devices, including any compatible devices supplied at the point of purchase. The compatible device published list will change from time-to-time. You bear the sole responsibility to maintain and repair compatible smart devices at your own expense. Likewise, Philips does not provide anti-virus software as part of the purchase. You bear the sole responsibility to manage all security issues in connection with compatible smart devices, including any compatible devices supplied at the point of purchase. Further, the Lumify Ultrasound Solution does not include any security software for the smart devices, including any compatible devices supplied at the point of purchase. You bear the sole responsibility to manage firewalls or other appropriate security for data residing on compatible smart devices, including any compatible devices supplied at the point of purchase.

Non-Philips-Branded/Third-party Products

For non-Philips-branded Products (including non-Philips-branded products contained in product bundles

or promotions), all warranty claims, where relevant, are to be made in accordance with the terms and conditions of any standard manufacturer's warranty which may be included with the Products. In relation to any existing manufacturer's warranty, any warranty claims should be made directly to the manufacturer.

Any compatible smart devices supplied at the point of purchase or listed on the compatible device published list are not medical grade devices.

3. Software and Licenses

In order to use the Lumify Ultrasound Solution, you may either use the compatible device supplied at the point of purchase, or purchase at your own expense a smart device from the approved list published on the Lumify website.

The Lumify App is available via the Google Play store. When downloaded, the Lumify App is in demonstration mode only but will be fully enabled upon purchase and registration of the transducer with Philips. Any compatible device supplied at the point of purchase will not have the Lumify App pre-installed.

The license granted to use the Lumify app is limited to use with the Lumify transducer on one or more computers or smart devices that are listed on the compatible device list published on the Lumify website.

As part of the Lumify Ultrasound Solution, Philips periodically collects system log information and you agree to such collection when you purchase a Lumify Ultrasound Solution.

SCHEDULE 3

EOI Exhibit

Imaging Systems Portfolio (IS)

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Volcano (IGT Devices)
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	Invivo Coils
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT) Radiation Oncology (PROS)
Non Diagnostic EOI Software Solutions	PerformanceBridge Software Application Suite DoseWise Radiation Management Software Solutions

The following additional terms of sale shall apply to all products sold under this Exhibit except the EOI Software Products:

1. Payment Terms

- 1.1 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 product as follows:
 - 1.1.1 10% of the purchase price shall be due with Customer's submission of its purchase order.
 - 1.1.2 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
 - 1.1.3 20% of the purchase price shall be invoiced 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' published specifications.
 - 1.1.4 Payment is due net thirty (30) days from Philips' invoice date.
- 1.2 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation

- 2.1 The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for Products shipped.

3. Delivery

- 3.1 Philips will use reasonable efforts to ship the product to the Customer (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or, (c) as otherwise agreed in writing. Philips will ship the Product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00AM – 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with Product shipment.
- 3.2 Prior to the shipment of any Product, Philips may change the construction or the design of the Product without notice to the Customer so long as the function, footprint, and performance of the Product are not substantially altered.
- 3.3 If Customer requests a delay in the date major components of the Product are available for delivery, then Philips will place the Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees, transportation expenses, and related costs incurred by Philips.

4. Additional Customer Installation Obligations for Magnetic Resonance (MR)

- 4.1 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.
- 4.2 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:
 - 4.2.1 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.
 - 4.2.2 Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
 - 4.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.
- 4.3 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.
- 4.4 Costs of equipment preservation, to ensure a high quality system, will be passed to the 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 the 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.

The following additional terms shall apply solely to licensee sales of the PerformanceBridge software solutions and DoseWise Radiation Management Software solutions (collectively the “EOI Solutions” and individually an “EOI Solution”) under this EOI Exhibit:

1. License Term & Limitations

1.1 Notwithstanding anything contrary in Philips standard terms and conditions of sale, the following license terms and restrictions shall apply and govern such issues:

1.1.1 “License Commencement Date” shall mean the date that Philips makes the EOI Solution(s) Licensed Software available to Customer for first use consistent with the usage rights and restrictions under the terms of this Agreement, upon completion of its installation on the Customer server provided by Customer as part of the Customer Provided Hardware and Network Infrastructure.

1.1.2 EOI Solutions Capital Model. This model is a perpetual license to an EOI Solution, commencing upon the License Commencement Date, subject to the license provisions in the baseline agreement and any usage limitations set forth on the quote, as well as Sections 1.1.6-1.1.8, and 1.2-1.5 of this schedule.

1.1.3 Term License Model with Separate Maintenance and Support Purchase Option. Under this sale model, Each EOI Solution license shall commence on their License Commencement Date (as defined in Section 1.1.1. above), and continue for the license period set forth on the quotation (“Term License Term”). Furthermore, in addition to the warranty set forth in Section 1.1.6 Philips shall provide) the maintenance and support services set forth in Schedule 1-B affixed to this Agreement for such (12) month warranty period. Thereafter, Customer must purchase a maintenance and support agreement for any remaining period of the Term license Term to receive the entitlements set forth in Schedule 1-B affixed to this Agreement. The license to an EOI Solution shall expire upon the final anniversary date of the License Commencement Date based on the number of years in the Term License Term, unless customer renews the license term prior thereto.

1.1.4 EOI Solution Subscription Option. Under the subscription service model, commencing upon the License Commencement Date the Customer receives an annual subscription license for the number of years set forth on the quotation (“Subscription License Term”), and the maintenance and support set forth in Schedule 1-B affixed to this Exhibit for the entire Subscription License Term for one annual fee (“EOI Solution Subscription Option”). Thereafter, the then current EOI Solution Subscription Term shall expire on the end of the last anniversary date of the Subscription License Term, unless Customer renews the subscription term prior thereto.

1.1.5 Products Warranties for all sales models 1.1.2-1.1.4. The warranties set forth in the Philips General Terms and Conditions of Sale shall apply to sales of the EOI Solutions purchased under Section 1.1.2-1.1.4 of this exhibit.

1.1.6 All Licenses are subject to a limited number of sites (by physical address), users, connections and exam volume set forth in the quotation. In all cases a “Site” shall mean a unique physical street address for imaging equipment that has usage information sent to or pulled by the EOI Solution Licensed Software and “Users” shall mean the number of named users that are employees or contract temporary employees by the Customer legal entity expressly set forth on the quotation and/or Statement of Work. In no event shall GE, Siemens, or another

medical device manufacturer, distributor, or independent service organization use or have access to EOI Solutions. Customer shall have the right to replace a User with a different named User at no additional charge; provided that, the User being replaced is permanently no longer using the EOI Solution Licensed Software to benefit Customer.

- 1.1.7 Prior to the assignment of any Licenses, including an assignment pursuant to a purchase of substantially all of the Customer's assets, organic growth or expansion plans, Customer will provide Philips with written notice along with reasonable data to determine how such events will impact the licensing limitations applicable to each License. These events may require the Customer purchase additional Licenses to address a change in the number of Users, Sites, connections and Annual Exam Volume prior to the use of EOI Solution Licensed Software for such events.
 - 1.1.8 Subject to fulfillment of any payment obligations by Customer arising from the use of the EOI Solution Licensed Software, Philips grants Customer the applicable license under the model quoted. All EOI Solution licenses are, non-exclusive, non-transferable and subject to compliance with the usage, rights and restrictions set forth in the Agreement and solution description on the quotation.
 - 1.2 Billing based on Customer Delays. All installations of the EOI Solutions shall commence no later than ninety (90) days from the date Philips received a customer order for such solution ("EOI Solution Required Installation Commencement Period"). Philips shall have the right to commence billing on the earlier of (i) License Commencement Date or (ii) expiration of the Required Installation Commencement Period, the later only to extent installation of an EOI Solution on a Customer Provided Hardware has not started. In all cases, acceptance for EOI solutions occurs on the License Commencement Date shall mean the date Philips makes the EOI Solution available for use to Customer upon completion of installation of such licensed software on the Customer Provided Hardware. Customer shall pay such invoices per the payment terms of the Agreement.
 - 1.3 Philips Ownership in the EOI Solutions. The Licenses granted under these Philips Additional Terms and Conditions of Sale for all EOI Solutions offered under Sections 1.1.2-1.1.4 of this schedule shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software. Except for the licenses set forth in this exhibit for the term (under options offered per subsections 1.1.2-1.1.4), Philips retains all rights, title, and interest to all intellectual property in or arising from the Licensed Software.
 - 1.4 Statement of Work for all PerformanceBridge Solutions Subscription & Data Usage. A Statement of Work identifying the License criteria, Customer's & Philips responsibilities for software implementation, training and/or any Assessment deliverables (as applicable) must be signed in writing by both parties and submitted with Customer's purchase order. As part of the PerformanceBridge Practice Solution, Philips shall provide benchmarking information to all of its customers in general about the customer user base as it applies to their use of the PerformanceBridge Practice Solution as a whole and best practice information based on lessons learned by our users. However, in doing so, Philips shall de-identify Customer data. Philips may use Customer information in support of such benchmarking deliverable and such process of de-identification shall occur on Customer's premises. Separation of such from the benchmarking database is impossible, therefore Philips shall have the right to continue using such data upon expiration of this Agreement; provided that, Philips protects it and indemnifies for such use pursuant to this Section 1.4. In no event shall Philips use Customer's name in a press release or marketing materials, without the express written consent of Customer. Philips does reserve the

right, and may, use benchmarking information in marketing materials or advertising to extent made in compliance with this Agreement and not attributed to one specific customer. Philips may use such de-identified information to improve the EOI Solutions, including serviceability thereto, as well as the Philips products to which such de-identified data arose. In all cases, such improvements are made available for purchase to all EOI customers. Philips shall defend, indemnify, and hold Customer harmless from any breach of its obligations under this Agreement with respect to permitted use of de-identified data for benchmarking purposes, marketing, advertising, or improving the serviceability of the EOI Solutions.

In the case of PerformanceBridge, a Philips' Solution Advisor shall perform the tasks set forth under the product description for such service on the quotation and/or Statement of Work. This includes all training, report generation, and annual meeting deliverables listed on the quotation and/or Statement of Work for such person. Philips retains all rights, title, and intellectual property, in all ideas, methods, or algorithms used by the Solution Advisor to fulfill any obligations under a quotation. Customer does own a copyright to the specific Customer reports delivered by the Solution Advisor; provided that, Customer receives a perpetual, irrevocable, non-transferable license to use such reports to support customer's workflow improvement and technician training internal business purposes. The Solution Advisor is not customizing software code or reporting generation features. All rights, title, and interest, in the Licensed Software used to generate the reports and the PerformanceBridge solution remains with Philips, except for the Licenses granted hereunder to Customer and the copyright to the Customer report delivered to Customer. Notwithstanding the foregoing, Customer owns all Customer data. Philips may solely use such data to fulfill its obligations and per this Agreement.

1.5 Customer Provided Hardware/Customer Managed IT Support Structure.

1.5.1 Customer Provided IT Infrastructure. Customer shall be responsible to procure all hardware (including server, storage, and client devices) and network bandwidth as set forth in the Statement of Work ("Customer Provided Hardware & IT Infrastructure"). In all cases, Customer shall be solely responsible to manage anti-virus threats as it applies to the Licensed Software and backing-up data on a daily basis. Therefore, Customer is responsible for all data loss; except for data loss solely arising from Philips providing maintenance and support on the Licensed Software remotely; further provided, Philips responsibility in such instance shall be limited to the period of time preceding that date that Customer was obligated to perform data back-up hereunder.

1.5.2 Customer Client Device Types. EOI Solutions may solely be used with client device types and minimum configuration specifications set forth on the quotation. In all cases, EOI Solutions are not designed nor recommended for mobile device use. Philips shall not be responsible for issues arising therefrom.

1.5.3 Third Party Interfaces for DoseWise. All license fees for DoseWise are for use with Philips products only. Use beyond Philips products are Customer's sole responsibility, risk and cost, including interfacing the EOI Solution with a non-Philips original equipment manufactured medical device product.

Annual Maintenance and Support for the EOI Solutions

1. Telephone and Remote Support

- 1.1 Telephone Support. Telephone and Remote Support coverage is included with all software maintenance agreements. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.
- 1.2 Remote Access & Diagnostics. Philips may remotely access the EOI Solution to perform Services. Customer shall provide Philips remote access to the EOI Solution.
- 1.3 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services (“PRS”). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips’ primary resolution method. On-site service is next business day, Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding Philips recognized holidays, and includes labor and travel necessary for the delivery of corrective services.
- 1.4 InCenter Access. Philips will provide Customer access to Philips web based support tool for the system(s) covered under this Agreement.
- 1.5 Online Education. Customer shall be entitled to unlimited access to the virtual classroom at the online Philips Learning Center during the term of the Agreement.

2. Interface Support

- 2.1 Philips supports DICOM and HL7 communication to and from the EOI Solution as per Philip’s standard specifications as published per message type. In the case of new software versions provided hereunder, Philips shall provide the following:
 - 2.1.1 If the EOI Solution, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition.
 - 2.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the EOI Solution that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the EOI Solution to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and the Customer. Philips is not responsible for issues arising from third party modifications to their software or interfaces that result in errors fielding inquires or sending data to an EOI Solution.

3. Software Versions and Updates

- 3.1 If a new software version or update is available for the EOI Solution, and the requirements of the Agreement are satisfied, then Philips will upgrade the EOI Solution application software during the

term of the Agreement as follows:

- 3.1.1 Philips will provide new software versions and updates of software for the licensed EOI Solution applications originally purchased by Customer. Third party software including, but not limited to client and server operating system licenses to use such updates, database software licenses, and anti-virus software is not included. Hardware updates and replacement are not included.
 - 3.1.2 Functionality. Customer is entitled to updates and upgrades for the EOI Solution applications Philips makes generally commercially available to customers having maintenance and support on the same EOI Solution application with the same software version and purchased options, original purchased by Customer. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.
 - 3.1.3 Hardware updates and replacement. Software versions, updates and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.
- 3.2 To receive a new software version:
- 3.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of PRS capability and access to the EOI Solution by Philips personnel;
 - 3.2.2 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and
 - 3.2.3 The EOI Solution that will receive the version or update must meet the specifications of the new software version. Customer shall provide the EOI Solution hardware or software necessary to meet such specifications.

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

4. Customer Success Management Services

- 4.1 During the term of the Agreement Philips will assign a resource familiar with the Customer account, key stakeholders, and contract coverage to provide the following:
 - 4.1.1 If applicable, Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all EOI Solution service issues resolved during the previous period, and review any open or unresolved issues.
 - 4.1.2 Prior to delivering any new software version, Philips will coordinate with the Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

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

5. Annual Review

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