Philips Standard Terms and Conditions of Sale (Rev. M)

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below (the “Terms and Conditions of Sale” or “Agreement”).

1. Price; Taxes.
The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice. Customer is defined as a legal entity its affiliates and or subsidiaries who purchase product(s), and take title of the purchased product(s) from Philips.

2. Cancellation.
Philips’ cancellation policies are set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.

3. Payment Terms.
3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.
3.2 Philips may make partial or early shipments and Customer will immediately pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation.
3.3 Orders are subject to Philips’ on-going credit review and approval.
3.4 Customer shall pay interest on any amount not paid when due at the annual rate of twelve percent (12%) or at the maximum rate permitted by applicable law, whichever is lower. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys’ fees, in connection with such action.
3.5 Credit Card. Philips, at its discretion, will accept a credit card for payment on orders with a net value of $50,000 or less.

4. Trade - In.
If Customer will be trading-in any equipment ("Trade-In"), then:
4.1 Customer represents and warrants that Customer has good and marketable title to such Trade-In;
4.2 Title to the Trade-In shall pass from Customer to Philips upon Philips making the new equipment available to Customer for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer;
4.3 Notwithstanding anything to the contrary in any Business Associate Addendum (“BAA”), Customer represents and warrants that Customer has removed or de-identified all Protected Health Information (“PHI”) from the Trade-In equipment as of the date the equipment is removed and will otherwise comply with all applicable privacy laws. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.
4.4 Customer will ensure that the Trade-In is clean and sanitized and that all potentially infected materials and biological fluids are removed prior to its de-installation and removal.
4.5 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or, (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days from the date of invoice.
4.6 If Philips does not receive timely possession of the Trade-In, Philips will, at its option, either charge Customer the amount of the Trade-in allowance and cancel the trade-in, re-value the trade-in allowance accordingly, and/or charge Customer a rental fee of 10% of the trade-in allowance per month or partial month until the trade-in is available for removal. Customer will pay any invoiced allowance adjustment or rental fee within thirty (30) days from the invoice date.
4.7 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.

5. Leases.
If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

6. Security Interest.

By signing the quotation or issuing a purchase order for the products described, Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Philips may file a financing statement for such security interest and Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. Shipment and Risk of Loss.

7.1 Delivery terms are stated in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.

7.2 Except as otherwise stated in the applicable Product Specific Schedule, title to any product (excluding software), and risk of loss or damage shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. Site Preparation and Installation.

8.1 **Site Access**. Customer shall provide Philips full and free access to the installation site and a suitable safe space for the storage of the products before installation. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site.

8.2 **Site Preparation and Installation**.

(a) Customer Responsibility. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, installation of safety switch or breaker, and restoration work. The products will be installed during normal working hours. Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all applicable laws, including all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances.

(b) Unless otherwise specified by Philips, Customer shall advise Philips of site conditions at or near the location where equipment is installed five (5) days prior to the mutually agreed upon delivery date. The update shall include but not limited to the following:

(i) Hazardous Materials. Asbestos and other hazardous materials that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and Customer shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer represents and warrants that an asbestos survey of the facility has been performed to determine the presence, location, quantity and condition of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM) at the facility; and the facility and/or work area does not contain any ACM or PACM or the facility and/or work area contains ACM or PACM, such material has been encapsulated or enclosed in accordance with applicable laws and the work will not disturb any such materials.

(ii) Construction. All construction work in technical and operator room(s) is finished including but not limited to the responsibilities identified in 8.2 (a).

(c) Delays. If site preparation is not on schedule five (5) days prior to the mutually agreed upon delivery date or as otherwise specified by Philips, Philips and Customer will conduct an evaluation of the site and establish a revised installation schedule.

In the event that installation is delayed by Customer within five (5) days prior to the mutually agreed upon delivery date or after the start of installation, Customer will be responsible for: (i) storage and fees for the preservation and life support of the equipment to ensure high quality and long life of system(s); and, (ii) Costs associated with rescheduling and coordination for all resources and third party providers, including travel costs for split delivery and installation directly related to the delay in installation. If during installation Philips discovers hazardous materials (i.e. asbestos, etc.) all installation activities will stop and Customer will remove and dispose of the hazardous materials. Once the issue giving rise to the delay has been rectified and the site meets the criteria set forth in this Section 8, Philips and Customer will conduct an evaluation of the site and establish a new installation schedule.

(d) Philips Responsibility. Unless additional professional services are purchased separately (including turnkey) and/or professional services are set forth in a statement of work or project implementation plan under the agreement for the product purchased hereunder. Philips role upon delivery will solely be to unpack the product, construct applicable pads (if required for certain products), and connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product.

8.3 PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. EXCEPT OTHERWISE PROHIBITED BY STATE LAW OR STATE CONSTITUTION, CUSTOMER SHALL INDEMNIFY DEFEND, AND HOLD HARMLESS PHILIPS AND ITS AFFILIATES AGAINST ANY COSTS, LOSSES, EXPENSES, PHYSICAL PROPERTY DAMAGE, AND/OR THIRD PARTY CLAIMS, INCLUDING SUBROGATION CLAIMS, COLLECTIVELY ALL THE FOREGOING ARISING FROM OR RELATING TO CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.

8.4 **Local Labor.** If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

8.5 **Remote Services Network ("RSN").** Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips remote services network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (c) provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.

9.1 (a) If a separate product warranty prints as part of the quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply unless the product is identified under 9.1 (b). (b) For Patient Care and Monitoring Solutions Portfolio (PCMS), Emergency Care & Resuscitation Portfolio, (ECR) and Medical Supplies Portfolio (MS) Products, the product warranty document can be found at: http://www.usa.philips.com/healthcare/about/terms-conditions or can be provided upon request.

9.2 **Hardware/Systems.** Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications, in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use.

9.3 **Stand-alone Licensed Software.** For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

9.4 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 warranty period begins on the thirty-first (31st) day following that date.

9.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid, to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e. 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

9.6 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

9.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. Philips Proprietary Service Materials.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips

and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

11. Patent Infringement Claims.

11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim.

11.2 The provisions of this section shall not apply if the product is sold or transferred.

11.3 If (a) a Philips product is found or believed by Philips to infringe a valid patent or copyright; or, (b) Customer has been enjoined from using the Philips product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use the product; (ii) replace or modify the product to avoid infringement; or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product not sold by Philips to customer and the Philips product in and of itself is not infringing; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability.

THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

THIS LIMITATION SHALL NOT APPLY TO:

(a) THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

(c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI; and,

(d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNATHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

13. DISCLAIMER.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Confidentiality.

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Sale or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto,

including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

15. Compliance with Laws & Privacy.

15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information about an identifiable individual, and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

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

15.4 Product Safety and Other Complaints. Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any services or products provided by Philips, for any reason: (a) may have caused or contributed to a death or serious injury, or (b) have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of the services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Philips products and services provided by Philips hereunder, unless otherwise required by law.

16. Excluded Provider.

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

17. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law)

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

18. General Terms.

The following additional terms shall be applicable to the purchase of a product:

18.1 **Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government

act, regulation or mandatory direction, request, shortage of labor, materials or manufacturing facilities. For clarity, Customer requests shall not be considered 'government' requests under this section 17.1.

18.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.

18.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.

18.4 **Export Controls.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.

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

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

18.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.

18.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

18.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.

18.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.

18.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.

18.12 **Additional Terms.**

The Product Specific Schedules listed below are incorporated herein as they apply to the equipment listed in the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein. If any terms set forth in a Product Specific Schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the Product Specific Schedule shall govern.

(a) Schedule 1: Imaging Systems Portfolio (IS);
(b) Schedule 2: Ultrasound Systems Portfolio (UL);
(c) Schedule 3: Cardiology Informatics Portfolio (CAI);
(d) Schedule 4: Patient Care and Monitoring Solutions Portfolio (PCMS);
(e) Schedule 5: Emergency Care & Resuscitation Portfolio (ECR);
(f) Schedule 6: Medical Supplies Portfolio (MS);
(g) Schedule 7: Enterprise Informatics Imaging (EII) Portfolio; and,
(h) Schedule 8: Invivo Corporation Portfolio (Invivo) ("Product Specific Schedule").

LICENSED SOFTWARE

1. License Grant.

1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation and these Terms and Conditions of Sale. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions of Sale and/or the quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

1.3 The License 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.

1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.

1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.

1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. <u>Modifications.</u>

2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

2.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured; and, (a) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

Schedule 1

Imaging Systems Portfolio (IS)

Product Category	Products
Interventional Guided Technologies (IGIT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Multi Diagnost Eleva (MDE)
	Cardio Vascular Systems
	Volcano (IGT Devices)
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)
Diagnostic Imaging	Digital Radiography (DR)
	Mobile Radiography (MDR)
	Radiography and Fluoroscopy (RF)
	Women's Healthcare (WHC) Mammography Products
	Computed Tomography (CT),
	Magnetic Resonance (MR)
	Invivo Coils
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT)
	Radiation Oncology (PROS)

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each product as follows:

1.1 For Imaging Systems Portfolio:

(a) 10% of the purchase price shall be due with Customer's submission of its purchase order.

(b) 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.

(c) 20% of the purchase price shall be due net thirty (30) days from the date the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.

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.
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, 8:00 – 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 from date of invoice.

4. Additional Customer Installation Obligations for Magnetic Resonance.

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

4.2 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:

(a) 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.

(b) Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)

(c) Picture showing the area where the Helium Exhaust Pipe will discharge.

4.3 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 this includes the consumption of Helium for life support.

5. Additional Terms Related to Sales of the IntelliSpace Breast Solution, including the MammoDiagnost VU.

5.1 **Installation.** Philips will install the IntelliSpace Breast Solution and perform installation tests on the application running with the hardware provided as part of the solution, including the MammoDiagnost VU. Philips will also configures and provides interfaces to the equipment and information systems set forth in a statement of work signed by Philips and the Customer. Interfaces as set forth in Subsection 5.2 below are Customer's responsibility and are not part of Parts installation deliverables.

5.2 **Customer's Interface Obligations for Third Party RIS and MIS Applications**. Customer is responsible to develop and implement interfaces from the Licensed Software running on the client workstation to any third party Radiology Information System ("RIS") or Mammography Information System ("MIS") or to contract with the RIS and/or MIS vendor to have them perform these interface obligations on Customer's behalf. Interfacing the solution from the solutions server is not permitted. Philips shall provide Customer an API toolkit for the Licensed Software to aide Customer to perform such interface tasks. The successful and reasonably timely completion of these projects takes good faith efforts on the part of both Philips and Customer, especially when Customer has third party interfaces to develop and implement. A project implementation plan will be developed by Philips and the Customer based on completion dates mutually agreed by the parties that should be reflective of the obligations of both parties. These dates will be entered into the project implementation plan for this solution (the "Project Implementation Plan"). In the event Customer has not fulfilled its interface obligations by the dates set forth in the Project Implementation Plan, Customer will sign Philips' acceptance (MDIR) document for the Philips deliverables sold and pay the final payment described in Subsection 1.1(c), provided that Philips has installed the Philips deliverables and provided the interfaces Philips is responsible for pursuant to Subsection 5.1, and that the Philips deliverables substantially meet Philips' published specifications.

5.3 **Prior Validation of Operating System Updates and/or Upgrades**. Patches introduced by operating system original equipment manufacturers (an "oem") or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and McAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a) (b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.

5.4 **Customer's Network Connectivity Obligations**. Customer must have network connectivity between the IntelliSpace Breast solution server, the client workstation, and the optional DynaCAD server of not less than 1GB/s, and all three systems must be on the same subnet. A connection of no less than 100 MB/s is required between the IntelliSpace Breast solution and the hospital network. However for optimal performance a 1GB/s network between the IntelliSpace Breast and the hospital network is recommended.

5.5 **RSN Warranty Condition Requirement**. As a condition to receiving warranty service on this solution, Customer agrees it shall use Philips Remote Service Network ("RSN") service to enable Philips to access the system to perform its support obligations.

Schedule 2

Ultrasound Systems Portfolio (UL)

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:

1.1 For Ultrasound Systems Portfolio:

(a) 100% of the purchase price shall be due 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.
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, 8:00 – 5:00 PM, in the time zone where the Customer is located. Philips may make, and Customer agrees to accept, 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 incurred by Philips from date of invoice.

4. Additional Terms Related to Sales of IGIT Products.

4.1 As part of installation, Philips will connect the IGIT Product to such DICOM compatible scanners as Customer may designate (in writing), including CT and MR scanners and, if ultrasound navigation is included in the product, an iU22 or EPIQ ultrasound system.

4.2 If Customer requires that Philips connect the IGIT product to more than two (2) scanners or other devices, then Philips shall invoice Customer, and Customer shall pay, for installation services at Philips's then-current daily service rate. Additionally, Customer shall (a) make the scanner(s) the Customer has designated available to Philips' installation representative, (b) create and provide a data set of the installation phantom on or before the installation date, and (c) have its IT representative available to assist in connecting the IGIT product to Customer's DICOM devices during the agreed installation time. If such installation and connection is delayed due to Customer failing in its obligations described in this section, then Philips may invoice Customer and Customer shall pay, either for (a) any time that Philips spends waiting at the site for such obligation to be fulfilled, at Philips's then-current service rate, or (b) reasonable travel expenses if Philips has to reschedule such installation.

4.3 Training on the IGIT Product is not included with the purchase of the IGIT Product unless it is separately identified in the quotation.

5. Additional Terms Related to sales of Ultrasound Products. The hard drive should not be used as a data repository or central archive to store images and reports. This has led to Customer's losing data in the past. In no event shall Philips be liable for loss of data on an ultrasound equipment. It is the responsibility of Customer to make daily back-up copies of data residing on this equipment. This can be performed by sending images and reports generated by the use of the ultrasound equipment to a Picture Archive and Communication System ("PACS") or via another medium that is automated for back-up retrieval. Costs associated with data restoration from a backing-up images and reports to a non-automated source is Customer's entire responsibility and at Customer's sole risk. Data retrieval and restoration from these methods may be is time consuming and a non-automated system process may result in further data loss by itself and is not recommended by Philips.

6. Lumify. If your purchase includes a Lumify Ultrasound Solution, then the following terms apply in addition to the Philips Standard Terms and Conditions of Sale:

6.1 License to Lumify App: 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 approved hardware 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.

6.2 Use of Compatible Smart Devices. In order to use the Lumify Ultrasound Solution, you must purchase at your own expense a smart device from the approved list published on the Lumify website. The purchase of a Lumify Ultrasound Solution does not include the required smart device. Philips does not provide any maintenance or repair services for compatible smart devices. The published compatible device 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 purchase and manage all virus issues in connection with compatible smart devices. Further, the Lumify Ultrasound Solution does not include any security software for the smart devices. You bear the sole responsibility to manage and maintain firewalls or other appropriate security for data residing on compatible smart devices.

6.3 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).

6.4 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. Please see the Privacy Notice for more details.

7.0 Xtend Coverage.

7.1 **Services Provided.** The Xtend Coverage (the "Coverage") on the systems listed in the quotation (the "Covered Systems") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") under the Xtend Coverage terms and conditions described below.

(a) **Repair Service.** Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered Systems for material defects. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered Systems. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from Customer's Site. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.

(b) **Planned Maintenance Service**. Philips will provide Customer a planned maintenance schedule for each Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the Quotation) at a time that is mutually agreed upon. Customer will make Covered Systems available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on each Covered System at scheduled intervals. If Philips cannot locate a Covered System, or a Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available such Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete such Covered System from the list of Covered Systems in the Quotation.

(c) **Software Updates**. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered Systems. Software updates mean revisions to OEM proprietary operating system software that enhance existing system functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

7.2 **Exclusions**. Unless specifically included in the Quotation, the Coverage does not include:

(a) Servicing a Covered System if contaminated with blood or other potentially infectious substances;

Any service necessary due to:

(i) a design, specification or instruction provided by Customer or Customer representative;

(j) the failure of anyone to comply with Philips' written instructions or recommendations;

(iii) any combining of a Covered System with other manufacturers product or software other than those recommended by Philips;

(iv) any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips;

(v) damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor;

(vi) any removal or relocation of a Covered System; or

(vii) neglect or misuse of a Covered System;

(b) Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;

(c) Any rigging or structural alteration incident to the Services;

(d) Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogens, PET calibration sources, film, batteries, cassettes;

(e) Cosmetic repairs;

(f) The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition;

(g) Disposing hazardous, infectious, or biomedical waste or materials;

(h) Providing service to any Covered System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

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

(j) Unless otherwise specified in the Quotation: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads),

general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

7.3 **Customer Responsibilities.** During the term of the Coverage, Customer will:

(a) Ensure that the Site is maintained in a clean and sanitary condition; and that each Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;

(b) Dispose of hazardous or biological waste generated;

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

(d) Use Covered Systems in accordance with the published manufacturer's operating instructions;

(e) If applicable, attend a start-up meeting at Customer's facility, prior to the effective date of the Coverage, so Philips can explain the Coverage to the Customer's management and selected staff;

(f) Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;

(g) Provide Philips with broadband internet or Wi-Fi access for business purposes;

(h) For any non-Philips system, provide Philips with the Covered System's service manuals;

(i) Maintain all software licenses applicable to each Covered System;

(j) For Philips use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service ("PRS");

(i) The PRS hardware remains Philips' property and is only provided during the term of the Coverage;

(ii) Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

(iii) Provide Philips at each Site, at all times during the term of the Coverage, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered Systems at the Site through the PRS and Customer network; and,

(iv) If the Covered System cannot be connected to the PRS and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.

7.4 **System Availability**. If Customer schedules service and a Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to a Covered System.

7.5 **Coverage**. To the extent a repair issue cannot be remedied remotely, Philips will provide services on-site during the hours listed in the quotation, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

7.6 **Documentation.** Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.

7.7 **Term and Termination.**

(a) The term of this Agreement shall be set forth in the Quotation and incorporated herein.

(b) This Agreement is non-cancelable and will remain in effect for the term specified in the Quotation.

7.8 **Warranty Disclaimer**. Philips' full contractual Coverage obligations to Customer are described in this Schedule. Philips provides no additional warranties under this Agreement. All service and parts to support the Coverage under this Schedule are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

7.9 **Independent Contractor**. Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

7.10 **Subcontracts**. Philips may subcontract to service contractors of Philips' choice any of Philips' Coverage obligations to Customer or other activities performed by Philips under this Quotation. No such subcontract will release Philips from those obligations to Customer.

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

7.12 **Solicitation of Philips Employees**. For the duration of the Coverage and for one year following the expiration or termination of the Coverage, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

7.13 **Philips Maximizer (Technology Upgrades "PTU")**. If Maximizer is purchased under this Agreement, then Philips will upgrade the Covered System's software as follows:

(a) Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.

(b) Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all Upgrades to a Covered System's software provided under this Section 13 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

8.0 Philips Maximizer Package.

8.1 **Philips Maximizer.** If Maximizer is purchased under this Agreement, then Philips will upgrade the Covered System's software as follows:

(a) Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.

(b) Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all Upgrades to a Covered System's software provided under this Section 13 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

8.2 **Clinical Education Training.**

(a) **Training Coverage.** Philips will provide the clinical education and product applications training ("Training") that customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").

(b) **Exclusions.** Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.

(c) **Scheduling.** Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least two (2) weeks prior to scheduled delivery.

(d) **Attendance.** Philips will train the number of Customer employees ("Trainee(s)") for the course specified in the quotation, when space is available. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips safety checklist prior to receiving Training.

(e) **Course Location.** Training may be conducted at Philips' training facilities, the Customer location(s) described in this Agreement ("Customer Site(s)"), through on-line or remote training, or at a third party location determined by Philips.

(f) **Payment Options**.

(i) **Flexible Spending Accounts**. If Customer purchased Flexible Spending Account option, the initial account balance is specified in the quotation. The account balance is reduced by the list price for the specified course per attendee. When the balance is depleted, customer may add funds to their account. If the account balance is negative, then customer shall promptly pay Philips the balance due. Account balances will not carry over from year to year. Any remaining account balance at the end of the year will not be refunded.

(ii) **Direct Course Purchase**. Customer may purchase individual courses at then current prices.

(g) **Travel.** Philips' travel expenses for all Training delivered at the Customer Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are the Customer's responsibility.

(h) **Warranty Disclaimer.** PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.

Schedule 3

Cardiac Informatics Portfolio (CAI)

Product Category	Products
Cardiology Informatics (CAI) Products	Image & Information Management System (Xcelera, Cardiology Enterprise Viewer)
	Hemodynamics (Xper IM, Xper Flex Cardio)
	IntelliSpace Cardiovascular (ISCV)
	EKG Information Management (TraceMasterVue, IntelliSpace ECG)
	Stress Testing System (ST80i)
	Holter Monitoring System (DigiTrak)
	Cardiographs (PageWriter)
	IntelliBridge Enterprise Licensed Software (IBE)

1. Definitions.

1.1 "Project Implementation Plan" shall mean the project management implementation plan, mutually agreed to by the parties, that sets timetables and the order of project rollout for the work scope set forth in the Statement of Work ("SOW"), applicable to the Products purchased.

1.2 **"**Authorized Users" of the Product shall mean persons performing patient care or those requiring administrative access, to patient records, as authorized by Customer, in support of performance of such services on patients admitted to Customer's facility.

Any other capitalized term used in this Schedule shall have the meaning ascribed to it in the main body of the Terms and Conditions of Sale.

2. Payment Terms.

Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt based on the invoice date for each Product as follows:

2.1 10% of the purchase price shall be due with Customer's acceptance of the quotation.

2.2 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.

2.3 20% of the purchase price shall be due net thirty (30) days from the date the Product is available for first patient use. Available for first patient use means the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.

2.4 If the start of 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.

3. Cancellation.

The quotation is subject to change or withdrawal by Philips 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 delivery, Customer shall pay the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the Product, the costs to provide any training, educational, or other services to Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any Product ordered from a third party on Customer's behalf.

4. Delivery.

4.1 Philips will use reasonable efforts to ship the Product to 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, 8:00 – 5:00 PM, in the time zone where the Customer is located. Philips may make, and Customer agrees to accept, partial shipments. Philips will pay shipping costs associated with Product shipment.

4.2 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.

4.3 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 incurred from date of invoice.

5. Product Warranty.

5.1 Except for the additional limitations set forth in this section and Section 6 of this Product Specific Schedule, the warranty set forth in Sections 9.2-9.7 of Philips Terms and Conditions of Sale is the sole warranty for the Philips products subject to this Schedule 3.

5.2 For upgrades to Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, Xcelera, Cardiology Enterprise Viewer Licensed Software, IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE) the following warranty terms shall apply and shall supersede Section 9.2 of the Philips Terms and Conditions of Sale:

(a) **Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, Xcelera Cardiology Enterprise Viewer IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software (IBE)**. For a period of ninety (90) days from the date that a Licensed Software upgrade is available for first patient use, Philips warrants that such Licensed Software upgrade shall substantially conform to its documentation. Licensed Software upgrades do not include hardware costs.

(b) **Xper IM, Xper Flex Cardio, TraceMasterVue, IntelliSpace ECG, Xcelera Cardiology Enterprise Viewer IntelliSpace Cardiovascular (ISCV)**, and IntelliBridge Enterprise **Licensed Software (IBE)**. Philips warrants that any Philips-provided hardware purchased with the exception of patient cables and/or disposable items (which have no warranty), shall be free from material defects in material and workmanship under normal use and service for a period of 12 months beginning on the date the product is available for first patient use.

6. Warranty Limitations.

The following additional warranty exclusions shall apply under Section 9.6(b) of Philips Terms and Conditions of Sale: (a) use of an Xper IM, Xper Flex Cardio IM, Xcelera, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) with a client device with less than a 100mbit connection to the server software for such products; or (b) use of the Xcelera, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular ISCV), or IntelliBridge Enterprise Licensed Software (IBE) on a workstation without a 3-D video card as required in the quotation.

7. Customer Room Preparation Responsibilities. In addition to the requirements set out in section 8 of the Philips Terms and Conditions of Sale Customer is responsible for the following site preparation and installation activities:

7.1 Customer is responsible for all activities and costs necessary to prepare the facility for installation of the product by Philips. Customer's obligations include, but are not limited to, running all cable in procedure room and network cable to workstations prior to installation.

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

8. Archive Requirement.

Customer is required to have an archive for any Xcelera, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) system provided hereunder. If Customer provides its own storage, Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) necessary to manage storage and allow the system to access the storage. Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether Philips provides the storage.

9. Certified Hardware.

Philips shall install the Licensed Software solely on certified hardware pursuant to Philips' specifications where such certified hardware is identified and located on Philips website Hardware Specifications - Philips (http://www.healthcare.philips.com/us_en/products/healthcare_informatics/products/cardiology_informatics/hardware_specifications/index.wpd). Customer shall not use the Licensed Software with any uncertified hardware.

10. Storage Sizing.

Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for Cardiology. Customer is responsible determine what storage archive device types and sizes are required to support its Xcelera, Cardiology Enterprise Viewer solution, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE), whether through procurement from Philips or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage archive device is best suited to meet its needs. As part of its decision making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by (a) changes in the types and amount of modality equipment used, (b) technician discretion in file size creation, and (c) clinical protocols within a department. Customer is solely responsible for system administration for the Xcelera, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE), solution, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change.

11. Unauthorized Patches and Anti-Virus Updates.

Customer's installation or use of (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files i.e. virus definitions); or, (c) upgrades to anti-virus search engines without prior validation testing and approval by Philips ("Unauthorized Updates") may adversely affect the functionality and performance of the Licensed Software. Philips shall perform validation testing of certain Microsoft operating systems, and McAfee and Symantec's anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. If Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require

Customer to roll back to the most recent operating system and anti-virus search engine versions that have been validated by Philips as posted on the Philips service internet site.

12. Interfaces.
Xper IM, Xper Flex Cardio & Xcelera, Cardiology Enterprise Viewer and IntelliSpace Cardiovascular (ISCV), and IntelliBridge Enterprise Licensed Software Interfaces (IBE). Philips' obligation to provide any Xper IM, Xper Flex Cardio IM, Xcelera, Cardiology Enterprise Viewer, or TraceMasterVue, Intellispace ECG, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) interfaces is expressly conditioned upon Customer enabling its Hospital Information System ("HIS") system to send and receive HL7 messages to and from the applicable Philips products by the date the products are available for first patient use. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

13. Customer Controlled Workflow Tools.
Certain Philips products contain Customer maintained tools used in the creation and maintenance of interfaces, forms, screens, reports, data mappings, and calculations ("Customer Controlled Workflow Tools"). Because these tools control what information is presented to the end-user and how the information is presented, Customer must thoroughly test and validate each interface, form, screen, report, mapping, and calculation after making any changes to the Product or to external systems that supply data to the Philips product. Failure to do so could result in information being presented to the end-user is a manner different than originally configured, less desirable to the patient care giver and negatively impacting patient care outcomes. Therefore, prior testing of any of the above changes by the Customer is recommended by Philips. In all cases, Customer is solely responsible for data field population in Philips products directly arising (i) from Customer's use of the Customer Controlled Workflow Tools or (ii) through the receipt of information delivered from a non-Philips information system that has been modified post project implementation test. These factors are not within Philips control.

14. Frequent Data Backup/Disaster Recovery Responsibility.
Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or backing up the data and images processed by the system. Philips is also not responsible for backing up the data in the CVIS core data database and any associated files. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database, on Philips products, or an archive.

15. Statement of Work ("SOW").
Professional services in connection with Xcelera, Xper, Cardiology Enterprise Viewer, IntelliSpace Cardiovascular (ISCV), or IntelliBridge Enterprise Licensed Software (IBE) shall be performed pursuant to a statement of work (a "SOW") which the parties will execute and attach to the applicable quotation, subject to the terms set forth in these Terms and conditions of Sale and the applicable quotation. Philips may reject orders for these Products without an SOW.

16. Support Services.
16.1 During the applicable product warranty period, Philips shall provide, at no charge to Customer, Philips' then-current in-warranty service for the products. Customer shall use Philips Remote Service ("PRS") service to enable Philips to access the system to perform its support obligations.
16.2 Warranty exclusions set forth in Section 9.6 of Philips Terms and Conditions of Sale also apply to Support Services hereunder. The conditions that resulted in the exclusion of product warranty coverage, set forth in Section 9.6, shall also apply to any service provided during an in- warranty or post warranty coverage period.

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

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

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

In all instances, Philips shall have no responsibility under either its Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to: (a) locate missing studies; (b) fix corrupt media or studies; or, (c) repair failed Customer legacy hardware discovered during the migration service. Philips shall have no responsibility under the Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to migrate studies affected by the foregoing events. Additionally, Customer shall have the sole responsibility to estimate the number of studies required to be migrated and to pay any additional costs that result from an inaccurate estimate.

Schedule 4

Patient Care and Monitoring Solutions Portfolio (PCMS)

Product Category	Products
Measurement and Monitors	IntelliVue Patient Monitors and Systems
	IntelliVue Telemetry System
	Fetal Monitors
	Suresigns and VM Series Family of monitors
	Clinical measurements
	IntelliSave
	Invivo Monitors
Respiratory	Ventilators
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	CompuRecord
	IntelliSpace Perinatal
	IntelliSpace ECG
	IntelliSpace Event Management (IEM)
	IntelliVue Guardian Systems
	IntelliBridge Enterprise

1.Prices.
Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed by Philips.

2.Cancellation.
Customer may cancel an order (except custom product orders) prior to delivery at no cost.

3. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:

3.1 For **Patient Care and Monitoring Solutions Portfolio ("PCMS"):**
100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

3.2 Support Services, if any, shall be invoiced and paid as set forth on the quotation.

3.3 Payment is due upon invoice. Payment terms are subject to credit approval.

4. Delivery.
Philips will make reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. If Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a reasonable time or may terminate the order.

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

6. Philips IntelliVue Products
The following applies in the event Customer elects to use the Philips IntelliVue Information Center on its general network versus dedicating a separate IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips bedside Vital Signs Patient Care Monitors:

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

For purchases of Clinical Informatics Products, and The Philips IntelliVue Information Center Family of products the following additional terms shall apply:

1. Anti-Virus.

1.1 Philips does not sell anti-virus software with these products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the products.

1.2 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide (Part Number 4535 643 73031) for details.

2. Prior Validation of Operating System Updates and/or Upgrades.

Patches introduced by operating system original equipment manufacturers ("oem") can impact the performance of the applications that run on them. Patient safety is the paramount interest of Philips.

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

Philips provides a third party software validation tool with IntelliSpace Perinatal. Customers are prohibited from applying an OS Modification to OB TraceVue prior to running an OS Modification through the third party validation tool for IntelliSpace Perinatal.

Each month Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. These documents have product-specific vulnerability updates and security-related information such as supported anti-virus software, OS security features, and remote service. Customers can subscribe to an RSS feed to be informed of updates.

It is the customers' responsibility to deploy applicable updates at their discretion. Learn more at http://www.healthcare.philips.com/us_en/support/productsecurity/

Security for Clinical Networks (Part Number 4535 643 73021) for additional security related information.

3. Interfaces.

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

4. Frequent Data Backup/Disaster Recovery Responsibility.

Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or back up of data and images processed by the system. Customer is responsible for performing frequent backups of any data, patient information, or images residing on the repository database, on Philips products, or an archive.

5. Statement of Work.

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

6. IntelliSpace Event Management Service.

To the extent service for IntelliSpace Event Management products is set forth in the quotation, such service shall be per the Philips then current IntelliSpace Event Management Service Exhibit for the period of time indicated on such quotation. The IntelliSpace Event Management Service Exhibit can be found on http://www.usa.philips.com/healthcare/about/terms-conditions.

7. Support Services.

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

7.2 **Post Warranty Service.** Service coverage may vary depending on the product and the use of that product. Accordingly, if Customer elects to purchase post warranty service when Customer purchases products under this Product Specific Schedule, then Customer and Philips shall sign an amendment to the quotation. This amendment shall incorporate the information on the face of the service quotation addressing the description of the products being covered, the price of coverage, payment terms, the period of coverage, the level of support coverage, and the PTU Service description, if purchased by Customer. Additionally, such amendment shall incorporate the Medical IT Service Exhibit that provides greater specificity of the support coverage offering being purchased, along with memorializing that the additional terms and conditions applicable to service set forth in the quotation shall apply.

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

8. Customer Supplied Clinical Network ("CSCN") Installation and Configuration Responsibilities.

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

8.2 **Customer Responsibilities:**

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

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

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

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

9. Statement of Work.

Philips shall not accept orders for telemetry and/or monitoring product without a signed statement of work accompanying such order.

Schedule 5

Emergency Care & Resuscitation Portfolio (ECR)

Product Category	Products
Emergency Care & Resuscitation	AEDs
	ALS Monitor/Defibrillators

1. Prices.
Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.

2. Cancellation.
Customer may cancel an order prior to delivery at no cost.

3. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt as follows: 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

4. Delivery.
Acceptance by Customer occurs upon delivery. Philips will make reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be mutually agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. If the Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a reasonable time or may terminate the order.

5. Installation.
Deployment and installation are Customer's responsibility.

6. Operating Software License.
Purchase of a hardware product includes a license to use the software contained therein, which may not be reverse engineered, decompiled, altered or transferred. Customer agrees that it will not attempt to defeat any copy protection mechanism. License to use the software-only products such as Event Review Pro is set forth in a separate license agreement and also at http://www.usa.philips.com/healthcare/about/terms-conditions

Schedule 6

Medical Supplies Portfolio (MS)

Product Category		Products Consumables and Sensors (non serialized)
Patient Care	Fetal & Medical Consumables and Supplies (MCS)	Accessories / Supplemental
		ECG Cables and Lead sets
		ECG Electrodes
		Fetal Measurements
		Gas Measurements
		NIBP Cuffs
		Paper
		SpO2 Sensors
		Temperature Probes
	Emergency Care and Resuscitation	AED Consumables
		ALS Consumables
	Hospital Respiratory Care	Masks
	Children's Medical Ventures	Jaundice
		Safety and Feeding
	Invivo	Invivo Monitor Consumables

1. Prices.
Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.

2. Cancellation.
Customer may cancel an order prior to delivery at no cost.

3. Payment Terms.
100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

4. Orders.
4.1 Notwithstanding Section 7 of the Philips Terms and Conditions of Sale in the quotation, Philips reserves the right to charge a shipping fee for Medical Consumables and Sensors.
4.2 Orders for Medical Consumables and Sensors with a value of $500.00 or less are accepted through:
(a) Philips Healthcare eStore,(http://www.philips.com/newhealthcarestore.);
(b) EDI; or
(c) Philips authorized distributors.
Please call 800-225-0230 to obtain a list of authorized distributors and/or EDI information.

5. Return Policy.
If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.
5.1 The Customer Services Department of Philips Healthcare Supplies Center in Andover, MA must authorize all returns of medical supplies. Please call 1-800-225-0230 for a return authorization number. Customer shall pay all shipping charges for returns.
5.2 Returns after sixty (60) days of shipment shall be subject to a restocking charge.
5.3 Philips does not accept returns of Consumables Products that have been opened, are expired or damaged. Please contact Philips Healthcare at 1-800-225-0230 for guidance on any returns.

6. Product Specific Terms.
6.1 Children's Medical Ventures
6.1.1 SweetEase is United States Pharmacopeia (USP) Food Grade sucrose subject to regulation by the FDA (US Food and Drug Administration) including requirements under section 415 of the Food, Drug, and Cosmetic Act (21 U.S.C. 350d) for owners, operators, or agents in charge of domestic and foreign facilities that manufacture, process, pack, or hold food for human or animal consumption in the United States to register their facilities with the FDA, **unless an exemption applies** (see 21 CFR 1.225, 1.226 and 1.227). If there are questions of whether the statute or exemptions apply to your company, please consult with your legal counsel. In addition, by placement of any order for SweetEase product the purchasing company agrees to handle and store SweetEase in accordance with all applicable federal and state regulations for the proper handling and storage of a food.

Schedule 7

Enterprise Radiology Imaging Informatics Portfolio (EII)

Product Category	Products
Enterprise Imaging Informatics (EII)	IntelliSpace PACS
	MammoDiagnost VU Mammography workstation

Philips IntelliSpace PACS purchases are subject to terms set forth on a Services Attachment and IntelliSpace PACS quotation ("IS PACS Services Attachment") and the following additional terms:

1. Priority.
To the extent there is a conflict, the order of priority for IntelliSpace PACS purchases is:

1st Priority – IntelliSpace PACS Services
2nd Priority – Product Specific Schedule 7
3rd Priority – Terms and Conditions of Sale

2. Prices.
Prices are specified on the IntelliSpace PACS quotation.

3. Cancellation.
Orders are non-cancellable.

4. Payment Terms.
Fees are specified in the IntelliSpace PACS quotation. All payments are due thirty (30) days from Philips' invoice date.

5. Shipment and Risk of Loss.
If Customer purchases IntelliSpace PACS under a fee-per-study model as specified in the Services Attachment, Philips retains all right, title and interest in and to the Hardware (as defined in the Services Attachment).

6. Limitation of Liability.
THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFLIATES FOR ALL DAMAGES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO THE PRODUCTS AND SERVICES IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE PAID BY CUSTOMER TO PHILIPS FOR INTELLISPACE IMAGING SERVICES DURING THE PRECEDING TWELVE (12) MONTHS. THIS IS A CUMULATIVE LIABILITY FOR ALL CLAIMS AGAINST THIS TWELVE MONTH PERIOD AND NO AGGREATION CAN OCCUR THEREAFTER ONCE THE LIMITATION HAS BEEN REACH FOR SUCH PERIOD FOR SUBSEQUENT CLAIMS TRYING TO ASSERT A PORTION THEREOF. THE FOREGOING LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

7. Operating Software License.
Subject to any usage limitations for the IntelliSpace PACS set forth in the IntelliSpace PACS Services Attachment, this Product Specific Schedule 7 and the Terms and Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, limited right during the IntelliSpace PACS Term as specified on the IntelliSpace PACS quotation to permit Authorized Users to access and use IntelliSpace PACS.

8. Termination.
Either party may terminate the IntelliSpace PACS Services Attachment if the other party materially breaches the IntelliSpace PACS Service Attachment and does not cure such breach within ninety (90) days after receiving written notice from the non-breaching party specifying the nature of such breach. Philips may terminate the IntelliSpace PACS Services Attachment if Customer breaches a payment obligation and does not cure such breach within ten (10) days after receiving written notice from Philips regarding such breach.

Schedule 8

Invivo Corporation Portfolio (Invivo)

Product Category	Products
Magnetic Resonance Imaging (MRI) Coils	Capital Coils
Consumables	Consumables Coils

1. Prices. Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed by Invivo.

2. Payment Terms.

2.1 **Quotation**. Philips may quote and invoice the Invivo products in the name of its affiliate, Invivo, Corporation.

2.2 **Payment Terms**: Unless otherwise specified in the quotation, Invivo will invoice Customer and Customer will pay such invoice on receipt as follows: 100% of the purchase price shall be due thirty (30) days from Invivo's invoice date.

2.3 **Purchase Orders**. Customer must submit separate and unique purchase orders for the Products listed in this Product Specific Schedule to Invivo Corporation:

For Invivo Coils:

Invivo Corporation
3650 NE 53rd Avenue
Gainesville, FL 32609
Tel: 1-877-INVIVO1
Fax: 1-352-264-3432

2.4 **Invoices.** Unless otherwise specified in the quotation, Invivo will issue one invoice(s) for the Products identified on this Product Specific Schedule under "Invivo Corporation" and a separate and unique invoice(s) for the Products listed in all other Product Specific Schedules under "Philips Healthcare". Invivo will invoice Customer, and Customer will immediately pay such invoice for each product in accordance with the payment terms set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale and remit payment to the locations stated in each invoice.

2.5 **Credit Approval**. Payment terms are subject to credit approval.

2.6 **Support Services.** If any, shall be invoiced and paid as set forth on the quotation.

3. Shipment. Invivo will use reasonable efforts to ship the product to the Customer (i) by the mutually agreed upon shipment date, (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. Invivo will ship the product according to Invivo's standard commercial practices.

4. Delivery. Invivo will make reasonable efforts to meet Customer's delivery requirements. If Invivo is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. If Customer requests a major delay in the date of delivery of the product, Invivo may attempt to arrange re-delivery within a reasonable time or may terminate the order.

5. Return Policy.

If there is a problem with an order, Invivo wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Invivo.

5.1 Buyer must first receive a Returned Goods Authorization ("RGA") from the Invivo Customer Service Department in Gainesville, Florida at 1-877-INVIVO1. If an RGA is issued, Buyer is responsible for all costs associated with the return. Returns will be subject to a 15% restocking fee.

5.2 Returns after sixty (60) days of shipment shall be subject to a restocking charge.

5.3 Invivo does not accept returns of Consumables Products that have been opened, are expired or damaged. Please contact Invivo Customer Service Department at 1-877-INVIVO1for guidance on any returns.

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

7. Product Warranty.

7.1 In addition to the limited warranties stated herein, Invivo may provide limited product-specific warranties that are set forth in separate Invivo warranty documents incorporated herein by reference.

STANDARD PRODUCT WARRANTY PERIODS

(a) MRI Coils - Three (3) years, parts and factory repair labor
(b) Solution Products - One (1) year, parts and factory repair labor
(c) Sentinelle coils -One (1) year, parts and factory repair labor

(d) Parts and Accessories - Ninety (90) days, replacement Supplies
(e) Consumable Items and repaired product - Thirty (30) days, replacement

7.2 Invivo's sole obligations and Customer's exclusive remedy under any product warranty are limited, at Invivo's option, to the repair or the replacement of the product or a portion thereof, within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, or to a credit or refund of a portion of the purchase price paid by Customer. Warranty service outside of normal working hours (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Invivo's observed holidays), will be subject to payment by Customer at Invivo's standard service rates.

8. Installation.
Customer shall at all times during the warranty period specified in this Agreement provide Invivo suitable connection to the product through the Customer's network for Invivo use in remote servicing of the product.