PHILIPS

Schedule 3
Cardiac Informatics Portfolio (CAI)

Product Category	Products
Cardiology Informatics (CAI)	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)
Clinical Applications for Imaging (ICAP)	IntelliSpace Portal (ISP)

1. Delivery

1.1 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. However, such changes must not reduce the value or use of the object of purchase and must be reasonable for the customer.

In addition to the obligations set forth in Clause 6 of the Conditions of Sale, Customer installation must begin within eight (8) weeks of receipt of delivered Product and completed within six (6) months or as set forth in the statement of work (SOW), whichever is longer.

1.2 Customer Room Preparation Responsibilities

1.2.1 In addition to the requirements set out in Clause 6 of the Conditions of Sale, Customer shall be responsible for the following site preparation and installation activities:

1.2.2 Customer shall be 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.

1.2.2 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.

2. Archive Requirement

2.1 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.

3. Certified Hardware

3.1 Philips shall install the Licensed Software solely on certified hardware pursuant to Philips' specifications where such certified hardware is identified and located on Philips website:

Hardware Specifications - Philips

(http://www.usa.philips.com/healthcare/product/HCNOCTN198/intellispace-cardiovascular?int_origin=2_HC_landing_na_us_en_clinical_informatics_cardiology_informatics_more).

In the case of HCIS, certified hardware specifications are delivered with the quotation or prior to implementation plan being signed. Customer shall not use the Licensed Software with any uncertified hardware.

4. Storage Sizing

4.1 Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for Cardiology and HCIS picture archive communication system solution. Customer is responsible for determining 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 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.

5. Unauthorized Patches and Anti-Virus Updates

5.1 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, in its sole discretion and without obligation, conducts validation tests of certain Microsoft operating systems and certain McAfee and Symantec antivirus software from time to time. 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 the 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.

6. Interfaces

6.1 Xper IM, Xper Flex Cardio & Xcelera, HCIS, 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 sales contract.

7. Customer Controlled Workflow Tools

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

8. Frequent Data Backup/Disaster Recovery Responsibility

8.1 Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or backing up the data and images processed by the Products sold under this Schedule 3. 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.

9. Statement of Work (SOW)

9.1 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 (SOW) which the parties will execute and attach to the applicable quotation, subject to the terms set forth in these Conditions of Sale and the applicable quotation. Philips may reject orders for these Products without an SOW.

10. Systems Administration Requirement

10.1 Customer shall always 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.

11. Migration

11.1 Philips standard migration tool set-up service (Migration Tool Set-Up Service) consists of Philips installing a migration solution tool, configuring the migration interface, testing the migration solution tool, and training 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).

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

11.3 In all instances, Philips shall have no responsibility under either its Migration Tool Set-Up Service or Data Migration Project Management Consulting Service to: (a) locate missing studies; (b) fix corrupt media or studies; or, (c) repair failed Customer legacy hardware discovered during the migration service.

11.4 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.