

Schedule 9
Non Diagnostic Enterprise Operational Informatics (EOI) Software Solutions

| Product Category | Products |
|--|--|
| Non Diagnostic Enterprise Operational Informatics (EOI) Software Solutions | PerformanceBridge Software Solutions DoseWise Radiation Management Software Solutions |

1. License Term & Limitations

1.1 Notwithstanding anything to the contrary in the Condition of Sale, the following license terms and restrictions shall apply:

- 1.1.1 "License Commencement Date" shall mean the date that Philips makes the EOI Solution(s) Licensed Software available to Customer for first use consistent with the usage rights and restrictions under the terms of this Conditions of Sale, upon completion of its installation on the Customer server provided by Customer as part of the Customer Provided Hardware and Network Infrastructure.
- 1.1.2 EOI Solutions Capital Model. This model is a perpetual license to an EOI Solution, commencing upon the License Commencement Date, subject to the license provisions in the baseline agreement and any usage limitations set forth on the quote, as well as Sections 1.1.6-1.1.8, and 2-5 of this Schedule.
- 1.1.3 Term License Model with Separate Optional Maintenance and Support Purchase Option. Under this license model, each EOI Solution license shall commence on their License Commencement Date (as defined in Section 1.1.1. above) and continue for the license period set forth on the quotation ("License Term"). The license terms of the contract apply, including all use restrictions listed in the Philips quotation, the following paragraphs of this Annex and the Condition of Sale. Philips shall ensure system availability during License Term through maintenance and support services as described in Appendix 9 A. The obligation to pay the license fee also exists if the EOI software and service solution becomes unsuitable for the intended use after it has been handed over. To the extent permitted by law, Philips' liability is limited to damage caused intentionally and through gross negligence. The license to an EOI Solution shall expire upon the final anniversary date of the License Commencement Date based on the number of years in the License Term, unless customer renews the license term prior thereto.
- 1.1.4 EOI Solution Subscription Option. Under the subscription service model, commencing upon the License Commencement Date the Customer receives an annual subscription license for the number of years set forth on the quotation ("Subscription License Term"), and the maintenance and support set forth in Schedule 9-A affixed to this Schedule for the entire Subscription License Term for one annual fee ("EOI Solution Subscription Option"). The license terms of the contract apply, including all use restrictions listed in the Philips quotation, the following paragraphs of this Annex and the Condition of Sale. Philips shall ensure system availability during License Term through maintenance and support services as described in Appendix 9 A. The obligation to pay the license fee also exists if the EOI software and service solution becomes unsuitable for the intended use after it has been handed over. To the extent permitted by law, Philips' liability is limited to damage caused intentionally and through gross negligence. The then current EOI Solution Subscription Term shall expire at the end of the last anniversary date of the Subscription License Term, unless Customer renews the subscription term prior thereto.
- 1.1.5 All Licenses are subject to a limited number of sites (by physical address), users, connections and exam volume set forth in the quotation. In all cases a "Site" shall mean a unique physical street address for imaging equipment that has usage information sent to or pulled by the EOI Solution Licensed Software and "Users" shall mean the number of named users that are employees or contract temporary employees by the Customer legal entity expressly set forth on the quotation and/or Statement of Work. In no event shall a competitor of Philips, or another medical device manufacturer, distributor, or independent service organization use or have access to EOI Solutions. Customer shall have the right to replace a User with a different named User at no additional charge; provided that, the User being replaced is permanently no longer using the EOI Solution Licensed Software to benefit Customer.
- 1.1.6 Prior to the assignment of any Licenses, including an assignment pursuant to a purchase of substantially all of the Customer's assets, organic growth or expansion plans, Customer will provide Philips with written notice along with reasonable data to determine how such events will impact the licensing limitations applicable to each License. These events may require the Customer purchase additional Licenses to address a change in the number of Users, Sites, connections, and Annual Exam Volume prior to the use of EOI Solution Licensed Software for such events.
- 1.1.7 Subject to fulfillment of any payment obligations by Customer arising from the use of the EOI Solution Licensed Software, Philips grants Customer the applicable license under the model quoted. All EOI Solution licenses are, non-exclusive, non-transferable, and subject to compliance with the usage, rights and restrictions set forth in the Conditions of Sale and solution description on the quotation.
- 1.1.8 The License Models offered by Philips pursuant to Sections 1.1.3 and 1.1.4 shall not be terminable during their term specified in the Offer ("Term"). The statutory right to early termination for good cause remains unaffected.
- 1.1.9 Limitations of Liability. The limitations of liability shall also apply in favour of persons whose fault Philips is responsible for in accordance with statutory provisions.

2. Billing based on Customer Delays.

2.1 All installations of the EOI Solutions shall commence no later than ninety (90) days from the date Philips received a Customer order for such solution ("EOI Solution Required Installation Commencement Period"). Philips shall have the right to commence billing on the earlier of (i) License Commencement Date or (ii) expiration of the Required Installation Commencement Period, the later only to extent installation of an EOI Solution on a Customer Provided Hardware has not started. In all cases, acceptance for EOI solutions occurs on the License Commencement Date shall mean the date Philips makes the EOI Solution available for use to Customer upon completion of installation of such licensed software on the Customer Provided Hardware.



3. Philips (Intellectual) Ownership in the EOI Solutions.

3.1 The Licenses granted under this and Conditions of Sale for all EOI Solutions offered under Sections 1.1.2-1.1.4 of this Schedule shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software. Except for the licenses set forth in this Schedule for the term (under options offered per subsections 1.1.2-1.1.4), Philips retains all rights, title, and interest to all intellectual property in or arising from the Licensed Software.

4. Statement of Work for all Performance Bridge Solutions Subscription & Data Usage.

4.1 A Statement of Work identifying the License criteria (as indicated above in Section 1.1.5), Customer's & Philips responsibilities for software implementation, training and/or any assessment deliverables (as applicable) must be signed in writing by both parties and submitted with Customer's purchase order. As part of the Performance Bridge Practice Solution, Philips shall provide benchmarking information to all of its Customers in general about the customer user base as it applies to their use of the Performance Bridge Practice Solution as a whole and best practice information based on lessons learned by users of Philips products. However, in doing so, Philips shall de-identify Customer data. Philips may use Customer information in support of such benchmarking deliverable and such process of de-identification shall occur on Customer's premises. Separation of such from the benchmarking database is impossible, therefore Philips shall have the right to continue using such data upon expiration of this Schedule; provided that, Philips protects it and indemnifies for such use pursuant to this Clause 4. In no event shall Philips use Customer's name in a press release or marketing materials, without the express written consent of Customer. Philips does reserve the right, and may, use benchmarking information in marketing materials or advertising to extent made in compliance with this Schedule and not attributed to one specific Customer. Philips may use such de-identified information to improve the EOI Solutions, including serviceability thereto, as well as the Philips products to which such de-identified data arose. In all cases, such improvements are made available for purchase to all EOI Customer. Philips shall defend, indemnify, and hold Customer harmless from any breach of its obligations under this Agreement with respect to permitted use of de-identified data for benchmarking purposes, marketing, advertising, or improving the serviceability of the EOI Solutions.

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

5. Customer Provided Hardware/Customer Managed IT Support Structure.

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

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

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

Schedule 9-A

Annual Maintenance and Support for the EOI Solutions

1. TELEPHONE AND REMOTE SUPPORT.

1.1 Telephone Support. Telephone and Remote Support coverage is included with all software maintenance agreements. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.

1.2 Remote Access & Diagnostics. Philips may remotely access the EOI Solution to perform Services. Customer shall provide Philips remote access to the EOI Solution.

1.3 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services ("PRS"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding Philips recognized holidays, and includes labor and travel necessary for the delivery of corrective services.

1.4 InCenter Access. Philips will provide Customer access to Philips web-based support tool for the system(s) covered under this Conditions of Sale.

1.5 Online Education. Customer shall be entitled to unlimited access to the virtual classroom at the online Philips Learning Center during the term of the Agreement.

2. INTERFACE SUPPORT.

Philips supports DICOM and HL7 communication to and from the EOI Solution as per Philips' standard specifications as published per message type. In the case of new software versions provided hereunder, Philips shall provide the following:

2.1 If the EOI Solution, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition

2.2 Philips' interface support does not include the modification of any interface due to interface changes in third party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the EOI Solution that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the EOI Solution to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and the Customer. Philips is not responsible for issues arising from third party modifications to their software or interfaces that result in errors fielding inquires or sending data to an EOI Solution.

3. SOFTWARE VERSIONS AND UPDATES.

If a new software version or update is available for the EOI Solution, and the requirements of the Conditions of Sale are satisfied, then Philips will upgrade the EOI Solution application software during the term of the Conditions of Sale as follows:

3.1 Philips will provide new software versions and updates of software for the licensed EOI Solution applications originally purchased by Customer. Third party software including, but not limited to client and server operating system licenses to use such updates, database software licenses, and anti-virus software is not included. Hardware updates and replacement are not included.

3.1.1 Functionality. Customer is entitled to updates and upgrades for the EOI Solution applications Philips makes generally commercially available to customers having maintenance and support on the same EOI Solution application with the same software version and purchased options, original purchased by Customer, except for professional services fee with respect to upgrades. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.

3.1.2 Hardware updates and replacement. Software versions, updates and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements. Upgrade installation and clinical support of the installation are subject to the terms of this Conditions of Sale.

3.2 To receive a new software version:

3.2.1 Customer must be in compliance with all terms and conditions of this Schedule and the Conditions of Sale, including the availability of PRS capability and access to the EOI Solution by Philips personnel.

3.2.2 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Schedule; and

3.2.3 The EOI Solution that will receive the version or update must meet the specifications of the new software version. Customer shall provide the EOI Solution hardware or software necessary to meet such specifications.

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

4. CUSTOMER SUCCESS MANAGEMENT SERVICES.

During the term of the Schedule, Philips will assign a resource familiar with the Customer account, key stakeholders, and contract coverage to provide the following:

4.1 If applicable, Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all EOI Solution service issues resolved during the previous period and review any open or unresolved issues.

4.2 Prior to delivering any new software version, Philips will coordinate with the Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

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

5. ANNUAL REVIEW.

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