

**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)
	Point of Care (POC UL)

**1. Delivery**

1.1 Philips will use reasonable efforts to ship the Product to the Customer (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or, (c) as otherwise agreed in writing. Philips will ship the Product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00AM – 5:00 PM, in the time zone where the Customer is located. Philips may make, and Customer agrees to accept, partial shipments. Philips will pay shipping costs associated with Product shipment.

1.2 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.

**2. Additional Terms Related to sales of Ultrasound Products**

The ultrasound system's memory (hard drive, solid state memory, etc.) should not be used as a data repository or central archive to store images and reports. 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 using 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 time consuming and a non-automated system process may result in further data loss by itself and is not recommended by Philips.

**3. Prior Validation of Operating System (OS) Updates and/or Upgrades**

3.1 Patches introduced by operating system Original Equipment Manufacturers (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, in its sole discretion and without obligation, conducts validation tests of certain Microsoft operating systems and certain McAfee antivirus software from time to time. 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) and (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.

**4. Lumify**

4.1 If your purchase includes a Lumify Ultrasound Solution or Bundle, then the following terms apply in addition to the Conditions of Sale:

4.1.1 **Compatible Smart Devices.** Use of the Lumify Ultrasound Solution or Bundle requires the following components: A Philips Lumify transducer and cable, a compatible smart device, and the Lumify Software Application (SW App). The compatible smart device is an off-the-shelf consumer tablet or phone meeting Lumify compatibility specifications. Philips may change the published compatible device list from time-to-time. Philips does not provide any maintenance or repair services for the smart devices. Philips does not provide anti-virus software for your smart device; Customer is responsible for purchasing anti-virus software or apps and for managing all virus issues in connection with the smart devices. The Lumify Ultrasound Solution does not include any security software for the smart devices. Customer is responsible for managing and maintaining firewalls or other appropriate security and privacy measures for data residing on the smart devices.

4.1.2 If you selected the Lumify: Outright Purchase (transducer and cable only), the following terms apply:

4.1.2.1 You will purchase at your own expense a smart device from the approved list published on the Lumify website, and you will install the Lumify SW App from the commercial play store on the smart device.

4.1.2.2 You acknowledge that the purchase of a Lumify Ultrasound Solution does not include the required smart device.

4.1.3 If you selected the Lumify System Bundle option, your shipment would include a compatible Android device with the Lumify app pre-installed from the Google Play store and the following terms apply:

4.1.3.1 You authorize Philips to accept on your behalf the Samsung End User License Agreement, which can be found at [http://www.samsung.com/us/common/software\\_eula.html](http://www.samsung.com/us/common/software_eula.html).

4.1.3.2 You authorize Philips to perform basic setup steps and install Lumify SW on the tablet.

4.1.3.3 You agree to the limited replacement-only warranty coverage for the smart device as identified in the warranty agreement.

4.1.3.4 After the warranty period for the tablet, terms under 3.1 (a) apply.

4.2 License to Lumify SW App: The license granted to use the Lumify SW 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 SW App is available via the Google Play Store and the Apple App Store. When downloaded, the Lumify SW App is in demonstration mode, but it will be fully enabled if the Customer purchase and register the transducer with Philips.

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

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

## 5. Xtend Coverage

5.1 Services Provided. The Xtend Coverage (the "Coverage") on the systems listed in the quotation (the "Covered Systems") are offered by Philips under the Xtend Coverage terms and conditions described below for the duration specified in the Quotation.

5.1.1 Repair Service. If, according to the Quotation, repairs and/or parts are covered by the Xtend Warranty, Philips or Philips' subcontractors will provide repair services for Covered Systems for material defects commencing on the effective date and subject to the repair limitation below. 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.

5.1.2 Planned Maintenance Service. If the Quotation includes maintenance as part of the Xtend warranty, 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 ninety (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.

5.1.3 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.

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

5.2.1 Servicing a Covered System if contaminated with blood or other potentially infectious substances.

5.2.2 Any service necessary due to: a design, specification or instruction provided by Customer or Customer representative.

5.2.3 the failure of anyone to comply with Philips' written instructions or recommendations.

5.2.4 any combining of a Covered System with other manufacturers product or software other than those recommended by Philips, except for products delivered by Philips and sold under the applicable Quotation.

5.2.5 any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips.

5.2.6 Loss, damage by third parties, force majeure and other damage caused by an external source, regardless of the nature, unless caused by Philips or a Philips subcontractor.

5.2.7 any removal or relocation of a Covered System; or

5.2.8 neglect or misuse of a Covered System.

5.2.9 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.

5.2.10 Any rigging or structural alteration incident to the Services.

5.2.11 Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogenics, Positron Emission Tomography (PET) calibration sources, film, batteries, cassettes.

5.2.12 Cosmetic repairs.

- 5.2.13 The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition.
- 5.2.14 Disposing hazardous, infectious, or biomedical waste or materials.
- 5.2.15 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.
- 5.2.16 Unless otherwise specified in the Quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, Computed Tomography (CT) Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (cold head, compressor, chillers), Magnetic Resonance (MR) radio frequency (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.
- 5.2.17 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.
- 5.3 Customer Responsibilities. During the term of the Coverage, Customer will:
- 5.3.1 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.
- 5.3.2 Dispose of hazardous or biological waste generated.
- 5.3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system).
- 5.3.4 Use Covered Systems in accordance with the published manufacturer's operating instructions.
- 5.3.5 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.
- 5.3.6 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff.
- 5.3.7 Provide Philips with broadband internet or Wi-Fi access for business purposes.
- 5.3.8 For any non-Philips system, provide Philips with the Covered System's service manuals.
- 5.3.9 Maintain all software licenses applicable to each Covered System.
- 5.3.10 For Philips use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service Network ("RSN").
- 5.3.11 The RSN hardware remains Philips' property and is only provided during the term of the Coverage.
- 5.3.12 Provide Philips and its vendors full and free access to the RSN hardware to enable Philips to remotely access the Covered System or non-Philips System.
- 5.3.13 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 RSN and Customer network; and,
- 5.3.14 If the Covered System cannot be connected to the RSN and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime rights.
- 5.4 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.
- 5.5 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 ('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' 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.
- 5.6 Documentation. Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.

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

5.7.1 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.

5.7.2 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 4 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

5.8 The obligations of Philips described in this document are the sole obligations of Philips and the sole and exclusive right of the Customer in the event of a breach of the product warranty. Claims for damages are excluded. This does not apply in the case of injury to life, limb and health, in the case of intent and gross negligence and in the case of product liability.

## 6. **Philips Technology Maximizer**

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

6.1.1 During the term set forth in the Agreement, Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, not to exceed one (1) per calendar year, scheduled and delivered within twelve (12) months of the annual eligible upgrade release date, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.

6.1.2 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 6 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

6.2 If user training is required for the use of new or extended basic functionalities at Philips' discretion, Philips will carry it out once per software upgrade in consultation with the users.

6.3 Termination. After expiry of the agreed term, Technology Maximizer ends without the need for a separate termination. An ordinary right of termination or early termination without good cause is excluded.