

GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS

1. **Services.** The services included in the Quotation (the “**Services**”) will be provided by Philips to Customer on the equipment listed in the Quotation (the “**Equipment**”) that is at the location listed on the front page of this Agreement (the “**Site**”), and certain Service entitlements will be provided for the exclusive benefit of the Site, under the terms and conditions described herein, including any exhibits and attachments, each of which are hereby incorporated (the “**Agreement**”).
 2. **Exclusions.** The Services do not include:
 - 2.1. servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that is at the Site;
 - 2.2. servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;
 - 2.3. service specifically excluded in the Quotation;
 - 2.4. any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips’ written instructions or recommendations; (iii) any combining of the Equipment with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the Equipment, including any components, e.g. detectors, transducer, coils, by anyone other than Philips’ subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with the Equipment, including any components, e.g. detectors, transducer, coils;
 - 2.5. any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips’ subcontractors, or explicitly excluded in the Quotation;
 - 2.6. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
 - 2.7. the cost of consumables, accessories and auxiliaries unless specifically included in the Agreement;
 - 2.8. cosmetic repairs;
 - 2.9. the cost of factory reconditioning, rebuilds;
 - 2.10. providing any updates or upgrades other than field safety corrective actions (i.e. safety related updates); and
 - 2.11. maintenance or repair, including the cost thereof, of non-Philips manufactured products, unless specified otherwise in this Agreement.
 3. **Customer Responsibilities.** During the term of this Agreement, Customer shall:
 - 3.1. ensure that the Site is maintained in a clean and sanitary condition; and that the Equipment, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
 - 3.2. dispose of hazardous or biological waste generated;
 - 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);
 - 3.4. use the Equipment in accordance with the published manufacturer’s operating instructions;
 - 3.5. make normal operator adjustments to the Equipment as specified in the published manufacturer’s operating instructions;
 - 3.6. provide Philips with broadband internet Wi-Fi access for business purposes;
 - 3.7. in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by
 - 3.7.1. supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Equipment and Customer network, if the router is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;
 - 3.7.2. maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
 - 3.7.3. providing and maintaining a free IP address within the Site network to be used to connect the Equipment to the Customer’s network;
 - 3.7.4. maintaining the so established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection (e.g. by switching of the host computer of the MRI Equipment)); and
 - 3.7.5. facilitating the reconnection by Philips in case of any temporary disconnection occurs;
- If Customer fails to provide the access described in this section 3.7 and so the Equipment is not connected to the PRSDC (including any temporary disconnection), Customer waives its rights to Services under this Agreement and any uptime guarantee;
- 3.8. provide Philips and its subcontractor’s service personnel with full and free access to the Equipment at the scheduled service time;
 - 3.9. if applicable, provide invitation letters and support visa application and travel requirements in case necessary;
 - 3.10. timely return defective spare parts to Philips in accordance with in accordance with the terms of this Agreement; and
 - 3.11. maintain the level of competency of all staff working on the Equipment covered under this Agreement.
4. **Access to Equipment.** If the Equipment is not available at the agreed upon time, then Philips may cancel the Agreement, the related service and charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment; and Customer shall release Philips from its obligations under this Agreement without any liability whatsoever.
5. **Price.** In consideration of the Services to be performed by Philips, Customer shall pay the fees and prices as defined in the Quotation (the “**Contract Price**”).
 - 5.1. The Contract Price is a gross amount but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax only. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, consumption tax or any other similar tax, Philips will be allowed to charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer on top of the Contract Price.
 - 5.2. Philips may increase, but no more than once per year, the Contract Price to compensate for any change of the costs factors affecting the Contract Price by providing 60 days’ advance written notice to Customer. Contract Prices are based on the price levels at the Effective Date of the Agreement. Contract Prices will be adapted for inflation on a yearly basis. Unless decided differently, the local CPI-inflation figures, as issued by the government, will be used to adapt the prices.
 - 5.3. Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:
 - 5.3.1. the location of the Equipment is changed;
 - 5.3.2. any ambient conditions of operation (e.g. installation or de-installation of air-conditioning system) of the Equipment at the location are changed;
 - 5.3.3. any additional equipment is acquired by the end-user which should be added to the inventory list of Equipment;
 - 5.3.4. the Equipment is (partly) removed or taken out of service by the Customer; and/or
 - 5.3.5. the incoming main power supply and protective earth configuration is changed, becomes unreliable, or is no longer in accordance with the Equipment specifications.
6. **Payment.** Customer shall pay the Contract Price to Philips within 30 days from the date of invoice in accordance with the instructions on the invoice.

- 6.1. Customer shall make any payments under this Agreement without any set-off, withholdings or any other deductions.
- 6.2. Any delay in payments will incur legal interest immediately as from the due date at the maximum rate permitted by applicable law.
- 6.3. If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Service Agreement or by law, at its option:
- 6.3.1. withhold or suspend performance under the Service Agreement until all payments by the Customer have been received by Philips;
 - 6.3.2. deduct the unpaid amount from any amounts otherwise owed to the Customer by Philips or any of Philips' Affiliates under any agreement with the Customer;
 - 6.3.3. declare all sums outstanding to become immediately due and payable under the Agreement;
 - 6.3.4. commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees; and/or;
 - 6.3.5. terminate this Agreement with 10 day's notice to Customer.
7. **Warranty Disclaimer.** Philips' sole service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided "as is". No warranty of merchantability or fitness for a particular purpose applies to anything provided by Philips or Philips' subcontractor.
8. **Limitations of Liability.**
- 8.1. Philips' Philips' Affiliates' and Philips' subcontractors' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the Contract Price stated in this Quotation for the Service that is the basis for the claim. This limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence.
 - 8.2. In no event shall Philips or its Affiliates or subcontractors be liable for any indirect, punitive, incidental, consequential, 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.
 - 8.3. Philips, its Affiliates and subcontractors will have no liability for any assistance Philips provides that is not required under this Agreement.
 - 8.4. Philips, its Affiliates and subcontractors will have no liability for any loss of or inability to use medical or other data stored in goods, including (embedded) software or on other magnetic media, and neither Philips nor Philips' representatives shall be responsible for reloading data in such event.
9. **End of Life / End of Support.** Philips follows strict procedures managing the lifecycle of its products. Such procedures define a minimum period, per equipment, during which phase Philips makes service available as described in this Agreement. This period for the Equipment(s) under this Agreement is indicated in the Quotation. After such period, Philips may determine that its ability to provide the Service is hindered due to unavailability of parts, trained personnel or outdated technology; or that the Equipment can no longer be maintained in an effective manner as determined by Philips. Philips will timely and proactively notify Customer about the approaching of such dates. Customer hereby acknowledges that upon such notices, Philips may terminate this Agreement (or part thereof), remove such Equipment from the inventory list, and adjust the coverage of the Agreement, and provide Customer with a refund of any Customer pre-payments for periods and parts of Service not yet rendered, unless the Parties agree to
- 9.1. replace such Equipment on the inventory list of Equipment with another equipment purchased by Customer from Philips either as a new product or via an upgrade program offered by Philips to the Equipment; or
 - 9.2. modify the terms of this Agreement with regard to the Service provided on the Equipment, taking into account the above hindering factors on Philips' side.
- Such agreement of the Parties will be signed in writing and incorporated into this Agreement.
10. **Proprietary Service Materials.** In connection with the Services, Philips may deliver or transmit to the Site certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer hereby consents to this delivery, storage, attachment, installation and use of such proprietary service materials, and consents to the presence of a Philips' locked cabinet or box at the Site for storage of this property, and to Philips' removal of all or any part of this property at any time, all without charge to Philips. Customer agrees to return any service tools that are no longer required on-site to Philips and to take responsibility for exportation, duties, fees and transport cost, all in accordance with Philips' instructions. Failure to do this entitles Philips to invoice the Customer for the value of the respective tool. Customer will protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party and Customer will be liable for any violation thereof. Customer shall immediately report to Philips any violation of this provision.
11. **Confidentiality.** Each party will 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, or its patients, and this Agreement and its terms, including its pricing terms. Each party will 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 not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order, and will expire five years after the Agreement terminates or expires.
12. **Privacy, Personal Data.** In the framework of this Agreement, Philips may Process (as defined below) information, in any form, relating to an identified or identifiable individual ("**Personal Data**"), including sensitive data, of individuals whom Personal Data is provided to Philips via the Services by (or at the direction of) Customer such as, consumers, patients and employees. This Section 12 sets out the terms and respective rights and duties of the Parties in respect of such Processing of Personal Data. The duration of the Processing is intended as the Term plus (plus a 3-months run-out period for business continuity) until deletion or return of Personal Data by Philips in accordance with this Agreement.
- 12.1. To the extent that Philips has access to Personal Data and to the extent required by applicable mandatory law, Philips agrees to:
 - 12.1.1. Process Personal Data in accordance with all laws and regulations applicable to the Processing of Personal Data and only to the extent necessary to fulfil obligations under this Agreement. When used in this Agreement, "Processing" shall mean any operation or set of operations performed by automatic means or otherwise, including, without limitation, the collection, recording, rearrangement, organization, storage, loading, adaptation or alteration, retrieval, consultation, display, use, disclosure, dissemination, removal, erasure or destruction of Personal Data, ("**Process**" and "**Processed**" shall be construed accordingly);
 - 12.1.2. Process Personal Data only for the purpose of providing the Services or otherwise authorized or instructed by Customer;
 - 12.1.3. ensure that only persons involved in the provision of the Services shall have access to Personal Data and shall require such persons to protect and maintain the confidentiality of Personal Data;
 - 12.1.4. implement the appropriate technical and organizational security measures to protect Personal Data, assist Customer to fulfill its legal obligations and reasonably demonstrate Philips' compliance to Customer;
 - 12.1.5. inform Customer of requests received directly from individuals in relation to the Processing of their Personal Data on behalf of

- Customer, unless Philips is prohibited from doing so under applicable law;
- 12.1.6. inform Customer without undue delay after becoming aware that a Personal Data breach has occurred, unless otherwise prohibited, such as where a law enforcement or supervisory authority requests Philips not to do so;
 - 12.1.7. not hold Personal Data any longer than necessary for the purpose of performing any obligation hereunder the above referenced run-out period for business continuity and arrange for the secure deletion of all the Personal Data, or if chosen by the Customer, return the Personal Data to it in its possession (in addition to deleting all copies), except to the extent Philips is required by law to retain such Personal Data;
 - 12.1.8. Customer acknowledges and agrees that Philips may use and engage sub-processors to Process Personal Data. Philips will ensure that sub-processors are contractually bound to similar data protection obligations with respect to the Processing of Personal Data as those to which Philips is bound to under this Agreement;
 - 12.1.9. ensure that transfers of Personal Data to affiliates or sub-processors will occur on the basis of a legally recognized transfer mechanism if Personal Data would be transferred outside the European Economic Area in the performance of the Services.
- 12.2. To the extent that Personal Data is provided to Philips via the Services by (or at the direction of) Customer, Customer undertakes and warrants that:
- 12.2.1. its instructions will comply with applicable law including in relation to the protection of Personal Data;
 - 12.2.2. its instructions will not cause Philips to violate applicable law;
 - 12.2.3. prior to activation of the Philips' remote access to Customer's IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips' use of such data pursuant to this Agreement, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer's provision to Philips of the Customer Data and Philips' use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy. Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section 12. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services.
13. **Equipment Data.** Notwithstanding the provisions of Section 11 and 12 above, Customer agrees that Philips may anonymize or aggregate log files, device parameters and other signals collected from equipment used by Customer and associated with Customer ("**Anonymized Equipment Data**") and use and disclose Anonymized Equipment Data for Philips' own purposes (including, but not limited to, for data analytics activities to determine trends of usage of Philips' or its affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes). In connection with any disclosure of Anonymized Equipment Data, Philips will not associate such data with Customer's identity or the Personal Data of Customer's patients, consumers, or employees.
14. **Export Control.** The provision of Service may be subject to the granting of governmental export licenses. In the event that such licenses or an end-user statement are required, Philips will contact Customer immediately and Customer shall provide Philips with such documents on first request. In case the provision of the Services becomes restricted or forbidden due to changed export control laws, Philips may suspend or terminate at its option the execution of its obligations under this Agreement without incurring any liability toward Customer other than reimbursing any amounts received for Services not yet rendered.
15. **Subcontracts and Assignments.** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.
16. **Term and termination.**
- 16.1. The term of this Agreement is set forth in Quotation and shall automatically terminate at the end of the term without the need for any judicial action. The Agreement cannot be terminated by either Party except as provided in this Agreement.
 - 16.2. Either Party may terminate this Agreement upon written notice in the event that the other Party becomes or is deemed to be insolvent, discontinues business, is the subject of bankruptcy proceedings or is otherwise unable to pay its debts.
 - 16.3. Customer may terminate this Agreement, wholly or partially, upon 60 days written notice to Philips:
 - 16.3.1. representing that any of the Equipment is being permanently removed from the Site and is not being used in any other Customer site, or
 - 16.3.2. specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such 60 days' notice period.
 - 16.4. Philips may terminate this Agreement, wholly or partially,
 - 16.4.1. if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within thirty (30) days of a written notice;
 - 16.4.2. as described in section 6.3.5 (Payment) and section 9 (End of Life / End of Service).
17. **Force Majeure.** Philips is excused from performing under this Agreement, without incurring any liability, when Philips' delay or failure to perform is caused by events beyond Philips' reasonable control including, but not limited to, acts of God, non-availability of transport, delays of carriers, subcontractors or suppliers, shortage of labor, materials or manufacturing facilities ("**Force Majeure**"). In the event that the period of prevention or delay caused by Force Majeure has lasted for a period exceeding six consecutive months, Philips shall be entitled to terminate this Agreement without incurring any liability other than to provide Customer with a refund of any Customer pre-payments for periods of Services not already completed.
18. **Survival.** Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. If any part of this Agreement is found to be invalid, the remaining part will be effective.
19. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and is construed in accordance with the laws of the country where Customer is located, without regard to the principles of choice of law. The competent court of country where Customer is located shall have exclusive jurisdiction in case of any dispute between the Parties in connection with this Agreement. Notwithstanding the foregoing, Philips is entitled to start local legal proceedings in order to recover overdue payments, to seek interim relief, and/or to request interim conservatory measures to be taken in order to secure its interests under this Agreement.
20. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. If any terms set forth in an Exhibit conflict with terms set forth in these "General Customer Service Terms and Conditions", the terms set forth in the other Exhibits shall govern. If any terms set forth in this "General Customer Service Terms and Conditions" or an Exhibit conflict with terms set forth in the Quotation, the terms set forth in the Quotation shall govern.