

**Schedule 1-B**

**MR Subscription Rev 21**

Product Category	Products
Magnetic Resonance	MRI Software License Packages

**1. Definitions.**

- 1.1. Covered System. The Philips MRI scanner on which the subscription licenses will reside. For existing/installed MRI units, the site number is set forth in the service agreement.
- 1.2. Covered Service Description. Included on the Quotation under NNAN399, describes the Subscription and the applicable fees.
- 1.3. Subscription. Philips grants to Subscriber a time-limited, nonexclusive, nontransferable right to use Subscription Service, as defined in the Quotation, solely for Subscriber's own internal business purposes, subject to these terms.
- 1.4. Software Version. Introduces major release with significant new features and functionality.
- 1.5. Software Update. Provides minor enhancements or improvements to performance, maintainability and serviceability.
- 1.6. Software Fix. Corrects Product Defect.

**2. Subscription Term.**

- 2.1 The Term of this Subscription is defined in the Quotation under NNAN399 ("Term") and shall continue unless earlier terminated in accordance with this Agreement.
  - 2.1.1 For new MRI system installations, the Subscription will commence upon completion of installation and availability for first patient use.
  - 2.1.2 For existing/installed MRI systems, the Subscription will commence on the first day of the next calendar month.
- 2.2 The Subscription is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement unless terminated in accordance with Section 6.

**3. Scope of Subscription Service.**

- 3.1. Software Applications. Philips will provide the customer access to all Philips MR software applications, made generally commercially available by Philips, for the MR model/ Covered System listed under the service agreement, that have been released as of the date of execution of the contract, for which no additional hardware is required.
  - 3.1.1. Some software updates and upgrades may require hardware updates or upgrades. Unless included hereunder, Customer is responsible for any such hardware updates or upgrades.
- 3.2. Annual Updates. On an annual basis during the Subscription Term, Philips will update the Covered System with any new and additional applications, made commercially available by Philips for the Covered System model, as well as any new release of software.
- 3.3 MR Clinical Applications Training. If Customer subscribes to On Demand Clinical Support (ODCS), then, within a reasonable time after Philips installs updates to the application software, Philips will provide Customer with four days (28 hours) of virtual clinical application training. If Customer continues to subscribe to ODCS, then Customer will be entitled to four days (28 hours) of virtual clinical application training during each subsequent contract year.
- 3.4 MR Marketing Support. Philips will provide, annually, additional marketing support (for the new applications) in the form of written support that the customer can use to drive additional referrals. This can come in the form of either an MS Word or MS PowerPoint document.

**4. Fees and Payment.**

- 4.1. Refunds and Cancellation. Fees are: (i) nonrefundable; (ii) not decreased during the Subscription Term based on actual User or data storage usage; and (iii) not cancelable for the Subscription Term.
- 4.2. Subscription Fee.
  - 4.2.1 An annual Subscription Fee is due from the Start Date, payable in advance, according to Customer's choice and the Service Description. Choose one:
    - Quarterly Basis
    - Monthly Basis
    - Yearly Basis

One-Time Advance Payment

4.2.2 Fees for Subscription Term renewals or Subscriptions added during a Subscription Term will be: (i) at Philips's current standard price, due beginning on the Start Date for the Subscription Term; and (ii) charged for the full calendar month in which Subscriptions are added, and coterminous for the remainder of the Subscription Term.

**5. Subscription Service Requirements.**

- 5.1. Customer must purchase Tech Maximizer (Plus) prior to commencement of the MR Subscription as a condition to purchase MR Subscription solution offering.
- 5.2. Customer must purchase a Philips RightFit Service Agreement prior to commencement of the MR Subscription as a condition to purchase MR Subscription solution offering.
- 5.3. In order to receive virtual clinical education, Customer must purchase On Demand Clinical Support.

**6. Termination.**

- 6.1. Philips may suspend or terminate Subscription Service with 30 days written notice if Subscriber breaches its obligations including timely payment, or without notice if Philips has a good faith belief that: (i) Subscriber is using Subscription Service for illegal purposes; (ii) the integrity or security of Subscription Service is threatened; (iii) it is necessary to prevent fraud or harm to Philips or Subscriber; (iv) Subscriber has or will breach its confidentiality obligations, infringe Philips' Intellectual Property rights, or assign or transfer its rights or obligations without consent; or (v) it is required by law.
- 6.2. Upon termination (i) Subscriber's right to use Subscription Service ends, (ii) Subscriber will cease using Subscription Service and, at Philips's direction, return or destroy Philips Confidential Information and Documentation, and (iv) Subscriber will immediately pay Philips all Fees due including Fees for the balance of the Subscription Term if Subscription Service is terminated prior to the end of the current Subscription Term.
- 6.3. If Subscriber added this Subscription to a previously installed and operational MRI system, then at the time of termination, all licenses will revert to the version that was in place prior to commencement of the subscription.
- 6.4. This Agreement will terminate automatically upon termination or expiration of all Subscription Terms.

**7. Installation.**

- 7.1 Philips will install the product during normal working hours, 8:00 AM – 5:00 PM, in the time zone where the Customer is located.

**8. Post Go-Live Support.**

Subscription Service includes telephone and remote support according to the terms of this Schedule.

- 8.1. Philips' standard support generally includes: (1) commercially reasonable efforts to resolve problems which cause Application functionality not to perform substantially as described in the Documentation; (2) remote assistance and troubleshooting advice for trained Subscriber personnel to determine cause and address technical problems with Subscription Service; (3) information and status updates for known Application functionality technical issues; and (4) periodic "as available" updates or upgrades to Subscription Service. Support may address but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.
- 8.2. Philips will use commercially reasonable efforts to respond to support requests as soon as possible and may not respond in the same day a request is received. Subscription Service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Philips' reasonable control. Philips may schedule downtime at any time without notice if Philips reasonably determines that not acting immediately could be harmful to Philips or Subscriber.
- 8.3. Philips is not responsible or liable for support or Subscription Service interruption or problems due to: (1) Subscriber systems, information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Subscriber or its agents; (2) virus or hacker attacks; (3) circumstances beyond Philips' reasonable control; (4) intentional shutdown for emergency intervention or security incidents; (5) Subscriber configuration changes; (6) Subscriber's failure to comply with Philips' security and upgrade policies; (7) Internet or other connectivity (including connectivity strength) between Subscriber's network and Subscription Service or Philips' network, or any other network unavailability outside of the Philips network; or (8) training questions or Subscriber's use of Subscription Service; (9) acts or omissions of a party other than Philips.

**9. Software Versions and Updates.**

- 9.1. If a new software version or update is made generally available by Philips for the Covered System, and the requirements of the Agreement are satisfied, then Philips will upgrade the Covered System application software during the term of the Agreement as follows:
  - 9.1.1. Philips will provide new software versions and updates of software for existing applications made generally commercially available within a reasonable period after their release.
  - 9.1.2. Functionality. Customer is generally entitled to the same level of functionality as originally purchased or bundled with the originally purchased software, if available, in the newer version or updated software released on or after the start date of the Agreement and provided to Customer in accordance with this Section 9.1.

Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.

- 9.2. To receive a new software version:
  - 9.2.1. Customer must be in compliance with all terms and conditions of this schedule and the Agreement, including access to the Covered System by Philips personnel and payment;
  - 9.2.2. 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
  - 9.2.3. The Covered System that will receive the version or update must meet the specifications of the new software version. Customer shall purchase or provide the Covered System hardware or software necessary to meet such specifications.
- 9.3. Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, virus protection software, security patches, custom interface software, operating system software, or software updates of third party software (e.g. Citrix) or hardware required to use the update or upgrade, unless otherwise covered under a Tech Maximizer service offering purchased for the Covered System. Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.
- 9.4. Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Covered System under this Schedule are subject to the terms and conditions of this Schedule, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer.

#### **10. Telephone And Remote Support.**

- 10.1. Telephone Support. Telephone and Remote Support coverage is included with MR Subscription. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.
- 10.2. Remote Access & Diagnostics. Philips may remotely access the Covered System to perform Services. Customer shall provide Philips remote access to the Covered System. Philips shall not be responsible for delays arising from Customer's network or IT infrastructure that does not allow for remote dial into the Covered System or sufficient connectivity to perform Services.
- 10.3. On-Site Software Resolution Response. Philips' primary methods for providing software-related services are via 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 methods. 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.
- 10.4. InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the system(s) covered under this Agreement.

#### **11. Customer Success Management Services.**

- 11.1. During the term of the Agreement Philips will assign a resource familiar with the Customer account, key stakeholders, and contract coverage to provide the following:
  - 11.1.1. Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status review meeting will focus on available entitlements and planning. The status review meeting may outline all Covered System service issues resolved during the previous period, and review any open or unresolved issues.
  - 11.1.2. 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.
  - 11.1.3. 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 updates or upgrades.

#### **12. Clinical Implementation Services.**

- 12.1. If included in the quotation, Philips will provide on-site implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and the Customer. Scope, duration and delivery methodology of the clinical support of installation and clinical education will vary by new version, update or fix and will be defined by Philips at Philips' sole discretion.
- 12.2. Go-Live Support. Philips will provide clinical go-live support during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 a.m. – 7:00 p.m. Monday through Friday, relative to the new software version and will be virtual or on-site at Philips' discretion. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.
- 12.3. Clinical Education. Clinical education services will be scheduled between 7:00 a.m. – 7:00 p.m. Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education

outside of standard hours, at an additional cost.

12.3.1. Clinical Education class size is limited to ten (10) participants;

12.3.2. If applicable, Customer will provide a suitable location for on-site classroom education; and

12.3.3. Customer will provide full and free access and use of the Covered System for training.

12.4. Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight (8) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementation Services with Philips in accordance with this Schedule, then Philips shall not be obligated to perform such Clinical Implementation Services.

12.5. Travel Expenses. Unless otherwise stated in the quotation, Philips' travel expenses for all Clinical Implementation Services delivered at the Customer site are included in the price described in the Agreement.

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

12.7. Clinical Education training and credits will expire upon termination or expiration of the Agreement.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. Direct Course Purchase. Customer may purchase individual courses at then current prices.

12.12. 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.

### **13. Customer Responsibilities.**

13.1. System Administrator. The Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Covered System operation and ensure that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

13.2. Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Covered System to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Schedule. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

13.3. Security. The Customer is solely responsible for providing adequate security to prevent unauthorized access to the Covered System, including protection of Philips' (and its third party vendors', as applicable) proprietary and confidential information.

13.4. Hardware Revision Levels. The Customer must maintain all associated Covered System hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, the Customer must maintain all associated hardware to the then-current specification for the software versions and updates.

13.5. Data Reconstruction. The Customer shall follow the recommended daily back-up processes as outlined in the Covered System Installation or Reference Guide. Additionally, the Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.

13.6. Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

13.7. Customer shall be solely responsible to perform daily data back-ups for the Covered System and for cybersecurity protection, including malware and anti-virus for the Covered System. This is not included in Philips MR subscription service. Customer shall install and configure anti-virus software pursuant to the Installation manual for the Covered System or risk defects in the Covered Systems function such as performance degradation and slow down. If the defects arise from failure to follow such installation manual, such defects are not covered by this agreement and Philips may require Customer to reconfigure the anti-virus to the recommended settings, at Customer's expense.

### **14. Service Limitations.**

14.1. Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the

malfunction or failure and Philips will attempt to reinstall the Customer-created data backup. If the Customer-created data backup cannot be used to re-install any data to the Covered System, the Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a Covered System failure is attributed to hardware not supported under the Agreement, the Customer shall restore the software, operating system, and database software, at Customer's own expense, before Philips begins any software restoration efforts.

14.2. Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement.

**15. Exclusions.**

15.1. In addition to the exclusions set forth in the Schedule, the following Exclusions apply to MR Subscription.

15.2. Any combining of the Covered System with a non-qualified device. A non-qualified device is:

15.2.1. Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Covered System, without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);

15.2.2. Any product supplied by Philips that has been modified by the Customer or any third party;

15.2.3. Any product maintained under this Agreement in which the Customer does not allow Philips to incorporate engineering improvements;

15.2.4. Any product that has reached its "End of Life". "End of Life" means software and or hardware equipment that has surpassed the published end of support life date by the original equipment manufacturer.

15.3. Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Covered System.

15.4. If the Covered System covered by this Schedule is software only, then notwithstanding anything to the contrary in the Agreement or this Schedule, network, hardware and parts are not included in the Services.

15.5. Viruses arising from a Customer network, Customer client devices such as phones, tablets, laptops and desktops, and/or third party medical devices used by Customer.

15.6. Damage caused by fires (including watering systems), floods, and/or use of the Covered System in an environment not meeting the requirements recommended by Philips causing corrosion or other physical damage to the Covered System or other defects to the MR subscription software.