

**Customer Information:**

Customer #: 94025881  
 San Bernardino County on behalf of Arrowhead  
 Regional Medical Ctr  
 400 N Pepper Ave  
 Colton, CA 92324-1819

**Quote #:** 2280408  
**Quote Date:** 11/6/2025  
**Valid Until:** 2/2/2026

**Presented by:**

Dean Rindlisbach  
 Philips Healthcare a division of Philips North America LLC  
 Attn: Service Contracts  
 414 Union Street  
 Nashville, TN 37219  
 Email: dean.rindlisbach@philips.com  
**Customer Care Solutions Center: 1-800-722-9377**

### Philips Healthcare POS Service Agreement

1. This Agreement Quote contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this agreement. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without prior written consent of Philips.
2. **Term:** Upon full execution by both parties, Philips will begin providing the "Services" on the "Equipment" as described and listed in Attachment A under this Agreement on **[upon warranty expiration]** (the "Effective Date"). Unless terminated early as permitted under this Agreement, this Agreement will expire on **[60 months after warranty expiration]** (the "Term"). The overall Term length of this agreement is **60** months; however, individual assets may vary based on start and end dates listed on Attachment A, or as listed on a future Add Form.
3. The following are hereby attached to and incorporated into this Agreement: Attachment A, "Services" description and "Equipment" listing; Attachment B, Applicable Service Coverage Definitions; Attachment C, Philips Official Service Holiday Schedule; Attachment D, Philips General Customer Service Terms & Conditions ("Service Terms and Conditions"); Attachment E, Insurance Requirements; Attachment F, Onsite Service Provider Requirements, and applicable Service Exhibits included (specifically, Exhibit 3 A, Additional Terms and Conditions for Imaging Services, Exhibit 4, Uptime Guarantee, Exhibit 9, additional Terms and Conditions for Technology Maximizer, and Exhibit 10, Clinical Education Training, are hereby incorporated herein.
4. **Price:** In consideration of the Services provided by Philips under this Agreement, Customer will pay in advance pursuant to the selections made in the box below and the payment terms set forth in the Service Terms and Conditions (Attachment D).

**Billing Frequency Selection (input required):**

☐ Monthly ☐ Quarterly ☐ Semi-annual ☒ Annual ☐ Lump Sum (Full Term Amount)

**Purchase Order Selection (input required):**

☐ Purchase Order is enclosed and reflects the correct billing address for invoice distribution.  
☐ Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. **Initialed:** \_\_\_\_\_  
☒ For POS Only: Our facility does issue formal purchase orders; however, due to our business/system limitations, we cannot issue a formal purchase order until 30 days prior to warranty expiration. **Initialed:** JE

**If no PO is being provided, please provide Billing Address:** \_\_\_\_\_

**Electronic Invoicing (input required):**

Please send all invoices via this AP distribution email address: Accounts Payable@armc.sbcounty.gov

**GPO Affiliation (input required):** ☒ Yes ☐ No **If yes, please provide GPO name:** Vizient

The parties to this Agreement have signed this Agreement by their duly authorized officers on the date written below.

**Philips Healthcare, a division of Philips North America LLC**

DocuSigned by:

Signature: Jamie LaBodaPrinted Name: Jamie LaBodaTitle: Senior Manager, Commercial ContractsDate: 12/29/2025

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**San Bernardino County on behalf of Arrowhead Regional Medical Ctr.**

Signature: \_\_\_\_\_

Printed Name: Dawn RoweTitle: Chair, Board of Supervisors

Date: \_\_\_\_\_



ATTACHMENT A

1. PRICING SUMMARY

| SITE #  | SERIAL # | SYSTEM TYPE   | LOCATION  | CONTRACT COVERAGE | SERVICE OPTIONS   | CONTRACT START DATE      | CONTRACT END DATE                   | ANNUAL BILLING VALUE | ANNUAL CONTRACT VALUE | TOTAL CONTRACT VALUE | COMMENTS   |
|---------|----------|---------------|---|-------------------|---|--------------------------|-------------------------------------|----------------------|-----------------------|----------------------|------------|
| TBD 1   | TBD 1    | Azurion 7 M20 | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | Protection        | Flex Vision Coverage; FlexSpot Coverage (qty 2); Flex Arm Coverage; Interventional Tools Coverage | Upon warranty expiration | 60 months after warranty expiration | \$138,810.00         | \$138,810.00          | \$694,050.00         | Q-00474712 |
| TBD 1A  | TBD 1A   | Azurion 7 M20 | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | UPS               | 26-150 kVA UPS only   | Upon warranty expiration | 60 months after warranty expiration | \$6,999.96           | \$6,999.96            | \$34,999.80          | Q-00474712 |
| TBD 1B  | TBD 1B   | Azurion 7 M20 | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | Injector          | Injector  | Upon warranty expiration | 60 months after warranty expiration | \$5,600.04           | \$5,600.04            | \$28,000.20          | Q-00474712 |
| TBD 1C  | TBD 1C   | Azurion 7 M20 | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | UPG Maximizer     | UPG Technology Maximizer Essential to Pro Cardiac   | Upon warranty expiration | 60 months after warranty expiration | \$15,819.96          | \$15,819.96           | \$79,099.80          | Q-00474712 |
| TBD 2   | TBD 2    | IntraSight    | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | Protection        | IntraSight 5  | Upon warranty expiration | 60 months after warranty expiration | \$12,879.96          | \$12,879.96           | \$64,399.80          | Q-00474712 |
| TBD 2A  | TBD 2A   | SyncVision    | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | Protection        |   | Upon warranty expiration | 60 months after warranty expiration | \$7,839.96           | \$7,839.96            | \$39,199.80          | Q-00474712 |
| TBD 2B  | TBD 2B   | IntraSight    | San Bernardino County on behalf of Arrowhead Regional Medical Ctr (BPN: 94025881) | Maximizer         | Technology Maximizer Pro  | Upon warranty expiration | 48 months after warranty expiration | \$15,890.04          | \$15,890.04           | \$63,560.16          | Q-00474712 |
| Totals: |          |               |   |                   |   |                          |                                     | \$203,839.92         | \$203,839.92          | \$1,003,309.56       |            |

- GPO Contract Reference (Required): Vizient Supply LLC XR0703

Pricing shown is valid for 90 days from 11/3/2025 and does not include applicable taxes.



## 2. ADDITIONAL INFORMATION

### **SVC21099 Flex Arm Coverage**

Repair of the Philips FlexArm

### **SVC00320 Interventional Tools Coverage**

Comprehensive parts and labor support for Interventional Hardware and Software, unless the base plan does not include labor, in which case the part only will be provided

### **SVC00237 Flex Vision Coverage**

Repair of the Philips FlexVision viewing solution

### **SVC01752 FlexSpot Coverage**

Repair of the Philips FlexSpot

### **SVC00329 26-150 kVA UPS only**

All labor and parts (except batteries) as necessary. - Includes One UPS Module PM and One Battery PM per year during Normal Business Hours (Mon-Fri 8am-5pm) on three phase UPS units

### **SVC2973 UPG Technology Maximizer Pro Cardiac**

Philips Technology Maximizer Pro (UPG Technology Maximizer Essential to Pro) is an upgraded service level that offers an enhanced lifecycle software upgrade program to drive clinical and operational performance. It optimizes the equipment lifecycle by keeping your Philips system technology updated throughout the term of the agreement. As an advanced service level, Technology Maximizer Pro complements the Technology Maximizer Essential Service Program, which is included with a new Azurion Release 3 system. For term of Pro contract it includes: (1) Philips core system software upgrade (2) Operating system upgrades (3) Safety and cybersecurity updates, as approved and communicated by Philips as part of system upgrades (4) Updates to existing clinical software licensed to the system (if available) (5) Application training on new or improved functionality for Philips licensed software. Training may be on-site or computer-based, as determined by Philips for each upgrade (6) Computer hardware upgrade if and as needed to support the software upgrade. This is a one-time replacement unless specifically defined otherwise the quotation. (7) Future newly released interventional application(s) during the coverage term as made available and determined by Philips, limited to selected clinical suite. (8) Advanced training for upgraded new clinical features and/or applications.

### **SVC00386 Injector**

Comprehensive parts and labor support for CV INJECTOR, unless the base plan does not include labor, in which case the part only will be provided

### **SVC24940 Technology Maximizer Pro**

Philips Technology Maximizer Pro is a software upgrade program that drives clinical performance, and optimizes equipment lifecycle by keeping your Philips system technology up to date during term of the agreement. Technology Maximizer Pro - provides core software upgraded to the latest compatible software release when available, a one time hardware update to support the software update and clinical education to support use of upgrade functionality. Professional installation is by a Philips Field Service Engineer. In summary it includes: (1) Philips software updates for licensed software. (2) Operating system upgrades. (3) Safety and cybersecurity updates approved and communicated by Philips. (4) Application training for new or enhanced functionality and on licensed software. Training may be on-site or computer-based, as determined by Philips for each upgrade. (5) Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically defined otherwise the quotation. (6) Future new applications limited to selected clinical suite, as specified in the Quotation and as made available and determined by Philips. (7) Advanced training for upgraded new clinical features and/or applications.

## **Clinical Excellence Agreement**

The Philips *Clinical Excellence Agreement* offers you on demand continuous clinical support, and an on- going clinical relationship for your *Philips Image Guided Therapy Cardiovascular X-ray System* per the duration of your contract. A dedicated Philips Clinical Specialist will be assigned to assess and monitor on-going clinical education needs. An assessment of key users will be used to create a customized education and support plan to include elements below:

This Agreement provides you a combination of on-site and remote support activities by a Clinical Specialist during each contract year. These visits can be used for the following purposes and activities:

**Annual Assessment** – A Philips Clinical Specialist will provide an assessment of the comfort, confidence, and knowledge of the Customer's clinical staff. An assessment can be scheduled upon the mutual agreement of the parties and may consist of observation of workflow and interviews of staff. Delivery may be onsite or remote, depending on preference.

### **Online & Continuing Education**

- Unlimited virtual Offsite Essentials and Advanced courses based on modality availability.



- Unlimited access to Philips Learning Center with full library of e-learning and on-demand online education This includes available Clinical Thought Exchange presentations, step- by-step guidance micro-learning videos, and on-demand webinars.
- Philips will provide up to 150 Continuing Education Credits (CEUs) from the American Society of Radiology Technology (ASRT). Philips will provide limited list of ASRT course offerings for the customer to select from which vary in CEU credit values. Unique access codes for selected courses will be valid for one person to use on a registered ASRT online account.

**Site Optimization Visit** – Philips Clinical Specialist will visit the Customer site, at a mutually agreeable date and time, to provide direct support for image quality, refresh, and site optimization as appropriate. The duration of the Site Optimization Visit may be one (1) to two (2) business days.

**Unlimited On demand Remote\*† Case Support** – Case Support will be provided by a Philips Remote Clinical Specialist and scheduled upon Customer request. Case Support should be scheduled (2) business days in advance.

**Live Case Support** – Live Case Support will be provided by a Philips Clinical Specialist and scheduled upon Customer request. On-Site Live Case Support shall be scheduled five (5) business days in advance.

- **Clinical Telephone Support.** A Philips Clinical Specialist will be available from 8:00 a.m. – 5:00 p.m. Monday - Friday, to answer clinical questions related to the correct operation of the System, such as patient set-up and positioning to protocol selection and diagnosing image quality issues. It is the responsibility of the Customer to ensure its clinicians are adequately trained to operate the System. Clinical Support questions are typically addressed within thirty (30) minutes or less. Philips reserves the right to terminate a Clinical Support call if the Philips Clinical Specialist determines that the Customer is not properly trained. Clinical telephone support is not available for non-Philips systems.

**\* IGT systems - Using Collaboration Live Remote Solution for qualified systems only.**



## ATTACHMENT B

### SERVICE COVERAGE DEFINITIONS

| Plan Type                     | Protection/Protection POS<br>Base entitlements for Protection coverage, not including added options listed on Attachment A, are as follows:   |
|-------------------------------|---|
| Uptime Guarantee              | 98% per contract year, as described in the uptime guarantee exhibit. Excludes LumiGuide.  |
| Labor Coverage                | Labor and travel coverage for on-site or phone support service 8am-9pm, M-F, excluding Philips published holidays.  |
| On-site Labor Response        | At customer's request, Philips service goal is to be on-site within 4 hours.  |
| Planned Maintenance           | Planned maintenance coverage from 8am–9pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips or the OEM for Non-Philips equipment. Current recommendations for service depends on modality and product model.<br>Modality ranges are: <b>AMI</b> : 2-4 times/yr; <b>CT</b> : 2-6 times/yr; <b>DXR</b> : 1-2 times/yr; <b>IGT</b> : 1-2 times/yr; <b>MR</b> : 1-2 times/yr;  |
| Labor Rates                   | Preferred rates for labor and travel outside of the Service Agreement coverage hours. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.  |
| Standard Parts Coverage       | This provides coverage on parts used to maintain and repair the equipment, including both hardware and software items.  |
| Parts Delivery                | <u>Earliest next day AM parts delivery</u> : This provides delivery in most areas that can be accommodated by 8:30am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for heavyweight, oversized or hazardous parts).   |
| Strategic Parts (By Modality) | <b>MR</b> : Magnet Maintenance Package included. Please refer to MR System Coverage Exhibit for full details.<br><u>Surface Coils</u> : For Philips systems, this includes repair or exchange of surface coils purchased from Philips limited to coils that have not been misused, abused or operated outside normal operating parameters. For Non-Philips Systems, coil coverage is limited to standard surface coils associated with the MR under service contract with Philips. Coil coverage excludes the Noras head frame, other high-end specialty coils and coils sold as part of the MR-OR solution.<br><b>AMI</b> : Crystals and Photomultiplier Tubes (PMT's), X-Ray Tube and the flat panel coverage (excludes mechanical damage on the grid) included for the Brightview XCT, X-Ray Tubes included for Precedence. Magnet Maintenance Package (MMP) and Surface Coils from Philips included for the Ingenuity TF PET MR.<br><b>DXR</b> : X-Ray tubes included on all systems except for PCR and CAD Chest Systems. <u>1 Flat Detector</u> included on Digital RAD Single Detector systems, and EasyDiagnost Eleva DRF (except Rel.5). Additional coverage for second flat detector must be purchased under "Added Options". <u>2 Flat Detectors</u> included on Digital Diagnost Dual Detector. Detector coverage included <b>only</b> when it is specified under "Added Options" on MobileDiagnost wDR, DigitalDiagnost 3 or 4, EasyUpgrade DR, EasyDiagnost Eleva DRF Rel. 5, DuraDiagnost, ProGrade and CombiDiagnost. <u>Wireless Detector Battery</u> coverage included <b>only</b> when it is specified under "Added Options". <u>Image Intensifier</u> included on all applicable systems.<br><b>CT</b> : X-Ray Tubes at Medium Level<br><b>IGT</b> : X-Ray Tubes, Image Intensifiers, Detectors. LumiGuide includes coverage of Optical Unit and Shape Reconstruction Unit. |
| Equipment Updates             | <u>For Philips Systems</u> – operating system software and hardware reliability updates included. This includes on site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.<br><u>For Non-Philips Systems</u> - Mandatory Field Change orders are the responsibility of the OEM.  |
| Lifecycle Solutions Discount  | 20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.   |
| Remote Services               | This supports remote system diagnostics and monitoring. Philips and Non-Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.   |
| Technical Telephone Support   | 24/7 Technical telephone support.   |
| Clinical Telephone Support    | Clinical telephone support (for Philips systems only) from 8am-9pm, M–F. Excludes LumiGuide.  |
| Solution Enhancements         | Access to Philips Customer Services Portal, a self-service online platform to manage your Philips and multi-vendor fleet across modalities and departments. Available 24/7, use the portal to request service support, manage your fleet, see service and system status, schedule maintenance, find contracts & more. Visit philips.com/customer-services-portal to request your portal account and watch the demo.<br>Annual customer loyalty meetings: These include a review of current and future performance goals of Philips equipment and service.   |
| Clinical Excellence Agreement | *Available for Philips Azurion and Allura Interventional X-ray Systems only (Allura systems must be Rel 8.1 or higher) – Provides on-demand clinical support. A dedicated Philips Clinical Specialist will be assigned to assess and monitor on-going clinical education needs. This Agreement provides you a combination of on-site and remote support activities by a Clinical Specialist during each contract year   |





| Plan Type                     | Protection IGT-Devices<br>Base entitlements for Protection IGT-Devices coverage, not including added options listed on Attachment A, are as follows:   |
|-------------------------------|--|
| Uptime Guarantee              | N/A  |
| Labor Coverage                | Labor and travel coverage for on-site service from 7am – 12am (Intrasight) and 8am-9pm (Laser), M-F, excluding Philips published holidays. Preferential scheduling of service calls for service contract customers.  |
| On-site Labor Response        | At customer's request, Philips service goal is to be on-site within 2 business days.<br><u>Laser Systems ONLY</u> : At customer's request, Philips service goal is to be on-site within 24 hours.  |
| Planned Maintenance           | Planned maintenance coverage from 7am – 12am (Intrasight) and 8am–9pm (Laser), M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for service depends on product model.<br><u>Laser Systems ONLY</u> : Coverage includes activities performed according to a schedule to review safety, calibrations, alignments, adjustments, lubrication, required gases, windows, and seal ring replacement will be performed as deemed necessary by Philips.<br>NOTE: Maintenance service does not include disposable items, including but not limited to catheters and/or wires, or software upgrades and revisions. |
| Labor Rates                   | Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.   |
| Standard Parts Coverage       | This provides coverage on parts used to maintain and repair the equipment including both hardware and software items. The Patient Interface Module (PIM) will be replaced at no charge to customer, provided the defective PIM is returned per instructions.<br><u>Laser Systems ONLY</u> : This provides coverage on parts used to maintain and repair the equipment including gases, windows, and footswitches.<br>NOTE: Maintenance service does not include disposable items, including but not limited to catheters and/or wires, or software upgrades and revisions.   |
| Parts Delivery                | Early next day a.m. parts delivery. This provides delivery in most areas that can be accommodated by 10:30 am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).  |
| Strategic Parts (By Modality) | <u>Laser Systems ONLY</u> : Laser Vessel   |
| Equipment Updates             | Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.  |
| Lifecycle Solutions Discount  | N/A  |
| Remote Services               | <u>IntraSight Only</u> : This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.   |
| Technical Phone Support       | 8am – 12am, M-F for Intrasight and Laser Technical telephone support.  |
| Clinical Phone Support        | N/A  |
| Solution Enhancements         | Access to Philips Customer Services Portal, a self-service online platform to manage your Philips and multi-vendor fleet across modalities and departments. Available 24/7, use the portal to request service support, manage your fleet, see service and system status, schedule maintenance, find contracts & more. Visit <a href="https://philips.com/customer-services-portal">philips.com/customer-services-portal</a> to request your portal account and watch the demo.   |



**ATTACHMENT C**  
**Philips Official Service Holiday Schedule**

When a holiday falls on a Saturday it will be officially recognized the Friday prior to the holiday. When a holiday falls on a Sunday it will be officially recognized the Monday after the holiday. Designated holidays may differ on an annual basis.

**HOLIDAY**

New Years Day

Martin Luther King Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Company schedules are subject to change without notice.



## ATTACHMENT D

### GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS (Rev 24)

#### 1. Services.

- 1.1** The services ("Service(s)") included in Attachment A (the "Quotation") will be provided by Philips Healthcare, a division of Philips North America LLC ("Philips"). Philips will provide the Services to Customer for the equipment and software listed in the Quotation (the "Equipment") that is at the location in the Quotation (the "Site"), and certain Service deliverables will be provided for the exclusive benefit of the Site, under the terms and conditions described herein, including the Quotation, any exhibits and attachments, each of which are hereby incorporated (collectively, the "Agreement").

#### 2. Access to Equipment.

- 2.1** Customer shall make the Equipment available to Philips at a mutually agreed date and time. If the Equipment is not available at the agreed upon time, Philips or Customer may attempt to reschedule the Service or cancel the Service. Philips may charge Customer at the then-current demand service rates for any unreasonable amount of time spent by Philips service personnel waiting for access to the Equipment.

#### 3. Price.

- 3.1** In consideration for the Services to be performed by Philips, Customer shall pay the prices defined in the Quotation (the "Contract Price").
- 3.2** 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. 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 charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer in addition to the Contract Price. Customer shall provide Philips with an appropriate exemption certificate in advance of the date the Service is invoiced, or Customer shall pay all taxes per Philips' invoice.
- 3.3** Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing, during the term of the Agreement set forth in the Quotation and incorporated herein ("Term"). Such adjustment in pricing requires thirty (30) day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than three percent (3%) change annually. Price adjustments shall be in accordance with:
- 3.4** For customers in the United States, the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at <http://www.bls.gov/cpi>.
- 3.5** [Intentionally omitted]
- 3.6** Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:
- 3.6.1** the location of the Equipment changes;
- 3.6.2** any ambient conditions of operation (e.g., installation or de-installation of air-conditioning system) of the Equipment at the location change;



- 3.6.3** any additional equipment is acquired by the end-user which should be added to the inventory list of Equipment, which shall require an Add Form amendment to this Agreement, executed by the parties;
- 3.6.4** the Equipment is (partly) removed or taken out of service by Customer; and/or
- 3.6.5** the incoming main power supply and protective earth configuration changes, becomes unreliable, or is no longer in accordance with the Equipment specifications.

#### **4. Payment.**

- 4.1** Customer shall pay the Contract Price to Philips within thirty (30) days from the date of invoice in accordance with the instructions on the invoice.
- 4.2** Except as otherwise provided in this Agreement, Customer shall make any payments under this Agreement without any set-off, withholdings, or any other deductions.
- 4.3** Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers or any other payment method; Philips imposes a surcharge on credit cards of two percent (2%), which is not greater than Philips' cost of acceptance. All check payments over \$50,000 USD or CAD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.
- 4.4** Customer shall pay interest on any amount not paid when due at the annual rate of twelve percent (12%), which may be billed on a monthly basis, or at the maximum rate permitted by applicable law.
- 4.5** If the Term of the Agreement is greater than one (1) year in duration, and Customer provides Philips a purchase order (PO) for a period of time less than the Term, then Customer will promptly provide Philips updated POs to fulfill the entire Term.
- 4.6** If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Agreement or by law, at its option:
  - 4.6.1** withhold or suspend performance under the Agreement until all payments from Customer have been received by Philips;
  - 4.6.2** deduct the unpaid amount from any amounts otherwise owed to Customer under this agreement by Philips;
  - 4.6.3** declare all sums outstanding to become immediately due and payable under the Agreement;
  - 4.6.4** commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection; and/or
  - 4.6.5** if Customer does not cure its payment failure in accordance with Section 18.5.1, terminate this Agreement with fifteen (15) Days' written notice to Customer.
- 4.7** If Customer has contracted with a third-party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides

are not covered by Customer's arrangement with such Third-Party Organization or this Agreement, Customer shall promptly pay for such parts and Services on demand.

## 5. Exclusions.

The Services do not include, unless specifically agreed otherwise in the Quotation:

- 5.1 servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that is at the Site;
- 5.2 servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;
- 5.3 service specifically excluded in the Quotation;
- 5.4 any service necessary due to:
  - 5.4.1 a design, specification or instruction provided by Customer or Customer representative;
  - 5.4.2 the failure of anyone to comply with Philips' written instructions or recommendations;
  - 5.4.3 any combining of the Equipment with other manufacturers' product or software other than those recommended by Philips;
  - 5.4.4 any alteration or improper storage, handling, use, or maintenance of the Equipment, including any components, e.g., detectors, transducer, or coils, by anyone other than Philips' subcontractor or Philips;
  - 5.4.5 damage caused by an external source, regardless of nature;
  - 5.4.6 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, or coils;
- 5.5 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors, or explicitly excluded in the Quotation;
- 5.6 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;
- 5.7 the cost of consumables, accessories, and auxiliaries, including but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adapter cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;
- 5.8 cosmetic repairs;
- 5.9 the cost of factory reconditioning or rebuilds;
- 5.10 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates); and
- 5.11 maintenance or repair, including the cost thereof, of non-Philips manufactured products, unless specified otherwise in this Agreement.

## 6. Customer Responsibilities.

During the Term of this Agreement, Customer shall:

- 6.1 Comply with all applicable laws, rules, and regulations; Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips;

- 6.2** Report immediately to Philips, and reasonably cooperate with Philips in investigating, any event of which Customer becomes aware that suggests that any Services or products provided by Philips, for any reason:
- 6.2.1** may have caused or contributed to a death or serious injury, or
  - 6.2.2** have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Services or products provided by Philips hereunder, unless otherwise required by law.
- 6.3** ensure that the Site is maintained in a clean and sanitary condition, and that the Equipment, product, and/or part is decontaminated prior to service, shipping, or trade-in as per the instructions in the user manual;
- 6.4** ensure the proper removal and disposal of any hazardous material;
- 6.5** maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
- 6.6** use the Equipment in accordance with the published manufacturer's operating instructions;
- 6.7** make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;
- 6.8** provide Philips with broadband internet Wi-Fi access for business purposes;
- 6.9** 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:
- 6.9.1** supporting the remote connectivity with of a router or firewall or equivalent compatible service that complies with IPSec standards (router can be Customer owned or provided by Philips) for connection to the Equipment and Customer network; if the service device is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;
  - 6.9.2** maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
  - 6.9.3** allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;
  - 6.9.4** providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;
  - 6.9.5** supporting the installation of service tools (as stipulated in Section 11) for connection to the Equipment and Customer network and by maintaining such connectivity to enable remote servicing as well as (automatic) downloads and installs of (security) updates of the service tools;
  - 6.9.6** maintaining the 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
  - 6.9.7** facilitating the reconnection by Philips in case of any temporary disconnection occurs;
- 6.10** If Customer fails to provide the access described in Section 6.9 and so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee and

shall be responsible for any damage due to such failure;

- 6.11** provide Philips and its subcontractor's service personnel with full and free access to the Equipment at the scheduled service time;
- 6.12** if applicable, provide, at Philips' cost, invitation letters and support visa application and travel requirements in case necessary; and
- 6.13** timely return defective spare parts to Philips, at Philips' cost, in accordance with the terms of this Agreement; and ensure that all staff working on the Equipment covered under this Agreement are trained and qualified in accordance with all applicable laws and good industry practice.

## **7. Warranty Disclaimer.**

- 7.1** Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, shall be performed in a good and workmanlike manner, subject to applicable Terms of Service, including any exclusions. Philips provides no additional warranties under this Agreement. All parts provided under this Agreement are provided "as is", but in the event such parts fail, PHILIPS shall be obligated to make repairs, including replacing the failed parts, where applicable. PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. Limitations of Liability.**

- 8.1** THE TOTAL LIABILITY OF EACH PARTY ARISING UNDER OR IN CONNECTION WITH THE PARTS AND SERVICES FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, TORT (INCLUDING NEGLIGENCE), UNLAWFUL ACT, OR OTHERWISE IN CONNECTION WITH THE SERVICE UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNTS PAYABLE UNDER THE TERM OF THIS AGREEMENT.
- 8.2** EXCEPT FOR CUSTOMER'S BREACH OF THE LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT (INCLUDING REVERSE ENGINEERING AND CREATION OF DERIVATIVE WORKS), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, AND/OR FOR ANY DAMAGES INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SERVICE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY (BUT THIS LIMIT SHALL NOT AFFECT A PARTY'S INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT), AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE EQUIPMENT.
- 8.3** THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SERVICE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.
- 8.4** THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 8.1:
  - 8.4.1** THIRD-PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT OF PHILIPS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN CONNECTION WITH THE SERVICES OR AN OBLIGATION UNDER THIS AGREEMENT, OR PROVEN PRODUCT DEFECT.
  - 8.4.2** CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT OF PHILIPS, ITS EMPLOYEES, AGENTS, OR

SUBCONTRACTORS IN CONNECTION WITH THE SERVICES OR AN OBLIGATION UNDER THIS AGREEMENT, OR PROVEN PRODUCT DEFECT.

**8.4.3** ANY CLAIMS DUE TO INTENTIONAL OR WILLFUL MISCONDUCT.

**8.4.4** THIRD PARTY CLAIMS DUE TO PHILIPS' GROSS NEGLIGENCE OR VIOLATION OF LAW.

**8.4.5** OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION.

**8.4.6** FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

## **9. Indemnification.**

**9.1 Intellectual Property Indemnification.** Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer:

(a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim. However, Customer's failure to provide or delay in providing the written notice will relieve Philips of its obligations only if and to the extent that such delay or failure materially prejudices Philips's ability to defend such lawsuit or claim. Philips may not settle the claim or suit absent the written consent of Customer (which consent will not be unreasonably withheld) unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Services that are the subject of the claim. In the event that Philips (following notice and a reasonable opportunity to defend) fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Philips, then Philips shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to Philips.

**9.2** If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option:

**9.2.1** procure the right for Customer to use the Service Item(s);

**9.2.2** replace or modify the Service Item(s) to avoid infringement without incurring a material diminution in performance or function; or

**9.2.3** refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product



specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 9.2 (1)-(3) above). The terms in sections 9.1-9.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

**9.3 General Indemnity.** Philips shall indemnify and hold harmless Customer and its officers, medical staff, and employees from any third party claims for loss, cost, damages, expense or liability (including reasonable attorney's fees) by reason of bodily injury (including death) or tangible property damage (representing the actual cost to repair or replace physical property damage), to the extent such damages result from the negligent acts or omissions of Philips, its employees, agents, or subcontractors related to the Services or to an obligation under this Agreement, or product defect.

**9.4** Philips' indemnification obligation under this Section 9 and under Section 3.1(m) of the Business Associate Agreement Addendum will not be subject to the limitation of liability in Section 8.1.

## **10. End of Life.**

**10.1** AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR EQUIPMENT, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE.

**10.2** If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

## **11. Proprietary Service Materials.**

**11.1** 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 Customer 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 so entitles Philips to invoice 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.

## **12. Confidentiality.**

**12.1** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or 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, medical staff, and agents, and in the case of Philips, its Affiliates and subcontractors 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

**12.1.1** information in the public domain at the time of disclosure,

**12.1.2** information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or

**12.1.3** information that is required to be disclosed by law or by court order. The confidentiality obligations herein will expire five (5) years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information, it shall first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party. Philips acknowledges that Customer is a public entity subject to numerous sunshine law, including, but not limited to the Ralph Brown Act and California Public Records Act, and that disclosure of information relating to the terms of this Agreement may be required for the approval of this Agreement. Philips agrees that no notification by Customer is required where this Agreement, or the terms hereof, is made public for the purposes of obtaining approval of this Agreement by the San Bernardino County Board of Supervisors.

### **13. Compliance with Laws & Privacy.**

**13.1** If any provision of this Agreement is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of the Agreement of Service, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision. The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

- 13.2** For customers in the United States, each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices, federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
- 13.3** To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).
- 13.4** To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services or parts pursuant to these Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these General Customer Service Terms and Conditions and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time, to these Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.
- 13.5** Excluded Provider. As of the date of the sale of the Services, Philips represents and warrants that Philips, and its agents, employees, and subcontractors providing services under this Agreement, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Services and parts provided under these General Customer Service Terms and Conditions (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees, agents, or subcontractors providing Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its agent's, employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are

unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Services not yet rendered and parts not yet shipped prior to a date of exclusion.

**13.6** To the extent applicable to your state, it is Customer's responsibility to notify Philips if any portion of the Quotation is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the Quotation is funded under ARRA on its purchase order or other document issued by Customer.

**13.7** For those customers where Canadian Federal and/or Provincial privacy laws ("Canadian Privacy Laws") apply, Philips and Customer will comply with Canadian Privacy Laws in fulfilling their respective obligations hereunder. Customer acknowledges that Philips may be required, in limited circumstances, to store or grant access to Personal Data to the original equipment manufacturer (OEM) or its Affiliates located outside of Canada. Unless otherwise permitted by law, such disclosure will be limited to exceptional circumstances where it is necessary for the purposes of installing, implementing, maintaining, repairing, trouble shooting, or upgrading the Equipment, or where data recovery assistance from the OEM is necessary. Where required by law, any such disclosure will be limited to temporary access and storage for the minimum time necessary for the purpose and only as required in order to meet the requirements of this Agreement. Customer acknowledges and agrees that Customer is responsible for obtaining all required consents and providing all required notices to individuals to allow Philips and its subcontractors to process Personal Data for the purposes set out herein.

#### **14. Processing of Personal Data.**

**14.1** During provision of the Services, Philips and/or its Affiliates may process information, in any form, that may qualify as personal data, which is information relating to an individual from which that individual can be directly or indirectly identified. Philips and/or its Affiliates will:

**14.1.1** process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of Customer (the terms and conditions governing Philips' handling, processing, storage, or use of PHI are set forth in the Business Associate Agreement Addendum between the parties) and

**14.1.2** process information such as log files or device parameters (which may contain personal data) to provide the Services and to enable its compliance with and performance of its task as manufacturer of medical devices under the applicable regulations and standards, including but not limited to the performance of vigilance, post-market surveillance and clinical evaluation related activities.

#### **15. Use of Non-Personal Data.**

**15.1** Customer agrees that Philips and/or its Affiliates may use any data other than personal data generated by the Equipment and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of Philips 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.

#### **16. Export Control.**

**16.1** 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.

#### **17. Subcontracts and Assignments.**

**17.1** 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 and Philips shall be fully responsible for the acts and omissions of its subcontractors. Philips may, upon written notice to Customer, assign this Agreement to its parent corporation, any of its Affiliates, or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase or public offering, as long as the party who receives the assignment assumes all of Philips' obligations hereunder. Notwithstanding the foregoing, in the event Philips assigns this Agreement to an entity with whom Customer is legally prohibited from doing business, Customer may terminate this Agreement immediately upon written notice to Philips. 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.

#### **18. Term and Termination.**

**18.1** This Agreement is non-cancelable by Customer unless as expressly set forth in this Agreement and will remain in effect for the Term.

**18.2** 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 unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction. If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

**18.3** If Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, and such third party assumes the obligations of Customer under this Agreement or enters into a new service agreement with Philips, the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of Customer under this Agreement, then Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days' prior written notice to Philips, in which case Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, and not as a penalty, an amount equal to twenty-five percent (25%) of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

**18.4** Customer may terminate, upon thirty (30) days' written notice to Philips:

**18.4.1** the Service coverage for an individual piece of Equipment under this Agreement, representing that such Equipment is



being permanently removed from the Site and is not being used in any other Site. In the event of such termination, Philips shall provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.;

**18.4.2** the Agreement, 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 thirty (30) -day notice period; or

**18.4.3** As described in other sections of this Agreement.

**18.5** Philips may terminate this Agreement, wholly or partially:

**18.5.1** if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within sixty (60) days of a written notice, or

**18.5.2** as described in Section 4 (Payment) and Section 10 (End of Life).

**19. Independent Contractor.**

**19.1** Philips is Customer's independent contractor. Nothing in this Agreement shall be construed to designate Philips or Philips' employees or Philips' subcontractor, agents, or any of its employees as Customer employees, agents, or partners. Philips' employees, agents, and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' or other representatives' acts or omissions related to any services that are performed by Customer's employees or representatives under this Agreement.

**20. Force Majeure.**

**20.1** Each party shall not be liable in respect of the non-performance of any of its obligations (except for payment obligations for Services rendered) to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors (each a "Force Majeure Event"). In the event of a Force Majeure Event, the party affected by the event shall provide written notice of the event to the other party. If Philips suffers a Force Majeure Event that extends more than thirty (30) days without being remedied, this Agreement may be suspended at the Customer's written request until the delay in performance has been resolved and, if Philips is not providing services, Customer shall not be required to make any payments covering the Force Majeure Event period. The term of the Service Agreement will be extended equal to the time period of the delay in performance. If force majeure prevents Philips from performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

**21. Third-Party Products Provided by Philips.**

**21.1** To the extent a third-party products service plan is explicitly identified in the Quotation, Philips shall be responsible for servicing third-party products provided by Philips. Otherwise, Philips is not responsible for servicing any third-party products provided by Philips to Customer.

**22. Adulterated Systems.**

**22.1** If Philips determines that the Equipment has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not

specified as compatible (an “Adulterated System”), and such modification or adulteration hinders Philips’ ability to provide the Service or maintain the Equipment in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer’s cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

**23. Insurance.**

**23.1** Philips shall comply with the insurance requirements set forth on Attachment E, the terms of which are incorporated herein by this reference.

**24. Rules and Regulations.**

**24.1** To the extent made known in writing to Philips, Philips and its agents and subcontractors will comply with Customer’s rules and regulations provided such rules and regulations do not conflict with established Philips policies. To the extent any of the Services are to be performed on Customer’s premises, Philips shall, to the extent not in conflict with Philips’ policies, rules and procedures, comply with the Onsite Service Provider requirements set forth on Attachment F, the terms of which are incorporated herein by this reference.

**25. Miscellaneous.**

**25.1** Survival. Customer’s obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of the parties’ respective rights, privileges, and remedies with respect to this Agreement that, by their nature are intended to survive, will continue in full force and effect after the end of this Agreement. Additionally, the provisions of this Agreement which by their nature are intended to survive termination or expiration, including, but not limited to governing law, venue, indemnification, shall remain in full force and effect following the termination or expiration of this Agreement. Such provisions shall survive and continue to bind the parties in accordance with their terms, notwithstanding any termination or expiration of this Agreement.

**25.2** Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

**25.3** Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any pdf, photocopy, or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such pdf, photocopy, or facsimiles constitute evidence of the existence of this Agreement.

**25.4** Governing Law/Venue. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Equipment is located, without regard to that state’s choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act (“UCITA”), in any form. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand

a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

- 25.5** Amendment. This Agreement may not be amended except by written instrument signed by both parties.
- 25.6** Communication. Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party. Any notices to Customer shall be made to the attention of the “ARMC Chief Executive Officer.”
- 25.7** Choice of Language. This Agreement is drawn up in English pursuant to the formal request of parties. Cette entente a été rédigée en anglais à la demande expresse des deux parties.
- 25.8** Entire Agreement. This Agreement, including all applicable attachments and Exhibits as attached hereto, constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips’ authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are expressly rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. For avoidance of doubt, a reference to “Imaging” or “Imaging Services” equals a reference to Services to Philips’ MRI, CT, AMI, DXR, Ultrasound, or IGT-Systems devices.
- 25.9** Additional Terms. Service-specific exhibits and any associated attachments, which are attached to this Agreement, are incorporated herein as they apply to the Services listed on the Quotation and their additional terms shall apply solely to Customer’s purchase of the Services specified therein. If any terms expressly set forth in an exhibit conflict with terms set forth in these General Customer Service Terms and Conditions, the terms expressly set forth in the exhibit shall govern.

**26. Authority to Execute.**

- 26.1** The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

## ATTACHMENT E

### Insurance Requirements

Philips agrees to provide insurance set forth in accordance with the requirements herein. If Philips uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Philips agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Philips shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees including volunteers providing services on behalf of Philips under this contract. If Philips has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – Philips shall carry General Liability Insurance covering all operations performed by or on behalf of Philips providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
    - vii. \$2,000,000 general aggregate limit.
  - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Philips is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Philips owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
 

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional blanket endorsements naming Customer and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.12 19.
3. **Waiver of Subrogation Rights.** Philips shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Philips and Philips's employees or agents from waiving the right of subrogation prior to a loss or claim. Philips hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Philips agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured that preclude coverage for suits between Philips and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Philips shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional blanket endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Philips shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Philips shall maintain such insurance from the time Philips commences performance of services hereunder until the completion of such services. .
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII" or S&P for Global Programs.
8. **[Intentionally omitted]**

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Philips or Customer payments to Philips will be reduced to pay for Customer purchased insurance.
10. **[Intentionally omitted].**



## ATTACHMENT F

### Onsite Service Provider Requirements

#### A. Compliance with Customer Policy

In performing the services and while at any Customer facilities, Philips personnel (including agents and subcontractors) shall (a) conduct themselves in a businesslike manner, and to the extent not in conflict with Philips' policies, procedures, rules, standards and practices shall: (b) comply with the policies, procedures, and rules of the Customer regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Customer; and (d) abide by all laws applicable to the Customer facilities and the provision of the services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Customer Policies"). Customer Policies, and additions or modifications thereto, shall be communicated in writing to Philips or Philips personnel in advance and Customer shall be responsible for such distribution of Customer Policies to Philips personnel to the extent necessary and appropriate. Customer shall have the right to require Philips's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Customer in order to exercise any right of access under this contract.

#### B. Background Checks for Philips Personnel

Philips shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the Customer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Customer and not in violation of applicable law, Philips shall conduct a background check, at Philips's sole expense, on all its personnel providing Services. If requested by the Customer, Philips shall provide the results of the background check of each individual to the Customer. Such background check shall be in the form generally used by Philips in its initial hiring of employees or contracting for Contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Philips personnel who do not meet the Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or Services, and Customer shall have the right, at its sole option, to refuse access to any contract personnel to any Customer facility.

#### C. Drug and Alcohol Free Workplace

- C.1** In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this contract, Philips agrees that Philips and Philips's employees, while performing service for the Customer, on Customer property, or while using Customer equipment:
- C.1.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - C.1.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - C.1.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Philips or Philips's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Philips shall inform all employees that are performing service for the Customer on Customer property, or using Customer equipment, of the Customer's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Customer.

- C.2** The Customer may terminate for default or breach of this contract and any other contract Philips has with the Customer, if Philips or Philips's employees are determined by the Customer not to be in compliance with above.

#### D. Employment Discrimination

During the term of the contract, Philips shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Philips shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and Customer laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### E. Environmental Requirements

- E.1** In accordance with Customer Policy 11-08, the Customer prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The Customer requires Philips to use recycled paper for any printed or photocopied material created as a result of this contract. Philips is also required to use both sides of paper sheets for reports submitted to the Customer whenever practicable.
- E.2** To assist the Customer in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Philips must be able to annually report the Customer's environmentally preferable purchases. Philips must also be able to report on environmentally preferable goods and materials used in the provision of their service to the Customer, utilizing a Customer approved form.

#### F. Licenses, Permits and/or Certifications

Philips shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Philips shall maintain these licenses, permits and/or certifications in effect for the duration of this contract. Philips will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this contract.

#### G. Air, Water Pollution Control, Safety and Health

Philips shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

**H. Damage to Customer Property**

Philips shall repair, or cause to be repaired, at its own cost, all damages to Customer vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Philips or its employees or agents. Such repairs shall be made immediately after Philips becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If Philips fails to make timely repairs, then Customer will notify Philips of the damages in writing. If Philips fails to repair such damage or contest such damage (for example, as not being caused by Philips) within 10 business days of such notice, then Customer may make any necessary repairs and Philips shall repay all reasonable, actual costs incurred by the Customer for such repairs, by payment upon demand.

**Exhibit 3A**  
**Additional Terms and Conditions for Imaging Services**

**1. Services.**

- 1.1** Initial Inspection. Within ninety (90) days following the Effective Date of this Agreement, Philips will inspect each Equipment not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturer specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturer specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rate. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from this Agreement with corresponding adjustments to the fees under this Agreement.
- 1.2** Planned Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide planned maintenance Services including general Equipment inspection and planned remedial maintenance activities of non-emergency nature, as well as Equipment monitoring via remote network connection in order to identify potential technical issues with the Equipment and initiate service action to address such potential issue. The initiated service action will be provided, in most cases, as part of the planned service activities at the Site. Philips will provide such planned maintenance during the hours of coverage (as defined in the Quotation) at a time that is mutually agreed upon. Philips will provide Customer a planned maintenance schedule for the Equipment(s). For Ultrasound Equipment, Philips will not provide planned maintenance Services unless the Equipment's specifications explicitly require such Services and/or such Services have been explicitly included in the Quotation. Trained Philips personnel will perform the planned maintenance activities. Cost incurred through system failure after planned maintenance activities performed will be charged to Customer at the then-current Philips billable rate for parts and labor services, if not covered by the Agreement.
- 1.3** Corrective Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide corrective maintenance Services including repair activities due to Equipment malfunctioning and provide replacement parts, on Exchange Basis (as defined below), as necessary to repair the Equipment, all as indicated in the Quotation. Corrective maintenance can be provided remotely or on-site at Philips' discretion.
- 1.4** Equipment Updates. If Philips determines an Equipment update is necessary to address material Equipment performance issues, Philips will notify Customer, schedule service at a mutually agreeable date and time, and install Equipment updates made available by Philips or the Original Equipment Manufacturer (OEM). Equipment updates mean revisions to Philips or OEM proprietary system software without extending functional capabilities and without hardware changes. Philips will not install operating system software updates or upgrades, or software options or upgrades that are offered separately for sale by the OEM or Philips.
- 1.5** User Quality Control Mode (UQCM, Image Guided Therapy interventional and surgical c-arm systems only). If the Quotation includes UQCM, the following applies: User Quality Control Mode (UQCM) is aimed at verifying and auditing the Azurion's image quality and X-ray dose performance, as well as Image representation on the displays – fast, frequently and flexibly – via the system's user interface in the control room. The UQCM measurements comply with the global industry standard as documented in NEMA XR 27. For frequent Quality Assurance purposes, a five (5)-minute verification protocol has been developed.

- 1.6** EasySwitch (BlueSeal MR Systems only). If the Quotation includes EasySwitch, the following applies: If EasySwitch is used more than two (2) times within a single contract year, Philips will charge Customer for MRI recovery Services at Philips' then current standard rates for time and materials.

## **2. Service Coverage.**

- 2.1** Philips will provide the Service elements included in the Agreement as indicated in the Quotation ("Service Coverage"). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage, service or repair parts that are not otherwise included in this Agreement). Any additional services requested beyond the Service Coverage shall be subject to a quotation for demand services based on Philips the prevailing rates for labor and published list price for parts. Additional services will only be provided at the agreed date and time, after acceptance of the provided quotation and in accordance with the Demand Service Terms and Conditions.
- 2.2** Labor and Travel. Unless indicated otherwise in the Quotation, labor, and travel hours (on-site and remote) necessary to perform the Services are included in the Agreement.
- 2.3** Parts. Philips will provide parts necessary for the maintenance of the Equipment on the Site, on Exchange Basis (as defined below), as indicated in the Quotation.
- 2.3.1** Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.
- 2.3.2** Parts removed for replacement, and any unused spare part, become the property of Philips and Philips will remove parts from the Site ("Exchange Basis"). Customer may not resell or exchange such parts with any third party. Customer shall make such parts available and return them to Philips or Philips' subcontractor performing the Services. Failure by Customer to return spare and used parts will result in additional invoicing by Philips of the spare part value.
- 2.3.3** Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer's request and expense.
- 2.4** Hours of Coverage. Philips will provide planned and corrective maintenance Services during the service window hours as indicated in the Quotation excluding Philips recognized public holidays.
- 2.5** Response Time. Philips uses commercially reasonable effort to provide initial/remote response (i.e., call back by a Philips specialist to assess the problem) and on-site response (i.e., start of repair or actions related to repair by Philips on-site) within the response times as listed in the Quotation.
- 2.6** System Availability. Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation. For the avoidance of doubt, unless "Uptime Guarantee" is included in the Quotation, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.
- 2.7** Service Performance Manager.
- 2.7.1** Philips provides Customer with service performance and Equipment operation data for Equipment covered hereunder ("Service Performance Dashboard and Reporting"). The Service Performance Dashboard and Reporting shows the overall performance information for covered Equipment. Philips does not provide any warranty regarding said data, including without limitation, regarding accuracy and/or usability.

**2.7.2** Philips will use reasonable efforts to continuously improve the accuracy of the dashboard representation of insights; however, Philips cannot be held liable in any way for any claim or liability arising due to the use of data/insights for any decisions made in reliance on the data/insight.

**2.7.3** The dashboard and insights are delivered via cloud hosted platform and with connectivity to the Site with due care taken to comply with security requirements set forth in the Agreement. The dashboard is made available to Customer via access license for the Term of the Agreement. Customer receives five (5) user licenses per Site for accessing the dashboard as part of the standard dashboard subscription access. Additional user licenses beyond the initial five (5) may be separately made available to Customer upon request. Philips may, in its sole discretion, make changes or cancel any access to the dashboard or features associated with it based on the terms and conditions of the Agreement.

**2.8** Transition to In-house Support (also known as Transition Assist).

**2.8.1** Includes an option to transition from a comprehensive service agreement (“Comprehensive Agreement”) to an In-house Support agreement upon the Comprehensive Agreement anniversary date. Completion of Biomedical technical training (sold separately) is required, to gain access to the system diagnostic licensing and tools and service documentation. The option to transition must be elected ninety (90) days prior to the Comprehensive Agreement anniversary. The original Comprehensive Agreement term length must be maintained for the In-house Support agreement and Strategic Parts coverage options are not removable during the agreement term. The transition to an In-house Support agreement can only be done once during the agreement term; however, Customer may transition back to a Comprehensive Service Agreement at any point during the In-house Support agreement term.

**2.9** Transition to In-house Remote (also known as Transition Assist - Support).

**2.9.1** Transition to In-house Remote Includes an option to transition from an In-house Support agreement to an In-house Remote agreement upon the agreement anniversary date. The option to transition must be elected ninety (90) days prior to the In-house Support agreement anniversary. The original In-house Support agreement term length must be maintained for the In-house Remote agreement. The transition to an In-house Remote agreement can only be done once during the agreement term, however, Customer may transition back to an In-house Support or a Comprehensive Service Agreement at any point during the In-house Remote agreement term.

**3. Exclusions.**

Unless otherwise specified in the Quotation, the Services do not include:

**3.1** maintaining or repairing third-party products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers, magnet replacement, magnet refrigeration system (coldhead, compressor, chillers, cryogenes), MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, special 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), lasers, klystrons and thyatrons, magnetrons, plumbicons, waveguides, attachments, and catheters and/or wires;



- 3.2** maintenance or repair, including the cost thereof, required due to any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to or that disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment or to permit unauthorized access.

#### **4. Customer Responsibilities.**

- 4.1** During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and guidance provided by Philips from time to time.  
(For MRI related Services) During the term of this Agreement, Customer shall:
- 4.2** maintain the Site and operating environment in accordance with the Philips specifications, including but not limited to:
- 4.2.1** ensuring uninterrupted facility power quality for the MR Equipment (including its cryogenic refrigerator system) and for the chilled water system;
  - 4.2.2** ensuring uninterrupted facility chilled water flow, temperature and quality for the MR Equipment (including its cryogenic refrigerator system);
  - 4.2.3** maintain facility temperature and relative humidity;
  - 4.2.4** ensure the static and dynamic B0 environment (magnetic field environment) stability;
  - 4.2.5** prevent any ferromagnetic material from entering the area of the MRI Equipment; all in accordance with the Philips specifications.
- 4.3** never switch off the host computer of the MRI Equipment.
- 4.4** accept remote, centralized magnet 'health' monitoring for all magnet related parameters such as the liquid helium level of the MRI Equipment and the functioning of the MRI Equipment refrigeration system (also known as the "Cold head and Cryo-compressor system").
- 4.5** if the remote connectivity of the MRI Equipment and/or the magnet 'health' monitoring (as described in Section 4.3 above) has not been accepted by Customer and so those have not been established, record and report to Philips on a weekly basis:
- 4.5.1** the level of the liquid helium of the MRI Equipment; and
  - 4.5.2** the status of the MRI Magnet refrigeration system.
- 4.6** immediately inform Philips in case:
- 4.6.1** an on-screen message appears on the system computer that helium refill is required; or
  - 4.6.2** the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);
  - 4.6.3** a sudden, unexpected drop of liquid helium level is encountered; or
  - 4.6.4** the MRI magnet refrigeration system is out of order and/or not operational.
- 4.7** act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.
- 4.8** timely inform Philips of any planned power outages.



**5. Access to Equipment.**

- 5.1** Customer shall make the Equipment available at a mutually agreed day and time. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer to reschedule a mutually agreeable day and time for the service. Customer's failure to make equipment available a second time may constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability. Customer agrees to pay Philips at the then-current demand service rates for the time that Philips' or its subcontractor's personnel waits for access to the Equipment.

**6. Contract Administration.**

The Parties will introduce all Equipment listed in the Quotation into an inventory list to register and keep up to date the equipment coverage of the Agreement during the Term. Customer may request the addition of additional system(s) to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date in the form of a fully executed Add Form amendment to the Agreement. Such equipment will be added to this Agreement after receipt of the signed inventory list modification form. Customer may delete Equipment from the inventory list only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control, and Customer notifies Philips in writing with a thirty (30) days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form



## Exhibit 4

### ADDITIONAL TERMS AND CONDITIONS FOR UPTIME GUARANTEE (Rev 25.1)

#### 1. Services.

- 1.1 Philips shall provide to Customer the Uptime Guarantee as specified in the Quotation in accordance with the terms and conditions of this Uptime Guarantee (the "Uptime Guarantee") on the Equipment listed in the Quotation as having uptime as a deliverable ("Uptime Equipment").
- 1.2 The Uptime Guarantee applies only, and Customer will only be entitled to the benefits of this Uptime Guarantee, if and to the extent Customer fully met all its contractual obligations, including, immediately inform Philips of any problems with the Equipment and its responsibilities set forth in Section 6 of the General Customer. Service Terms and Conditions and Section 3 of the Exhibit Additional Terms and Conditions for Imaging Services.
- 1.3 In the event that the Uptime Guarantee has not been met, then Customer, as its sole and exclusive remedy, will receive the compensation of future Agreement term as described in Section 3 below.

#### 2. Definitions for Determination of Uptime Percentage.

- 2.1 "Base Hours" means the hours per day and days per week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours are the contracted hours of coverage as defined in the Agreement for each particular piece of Uptime Equipment.
- 2.2 "Downtime" means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies Philips that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.
- 2.3 "Measurement Period" for determining the Uptime Percentage is 12 calendar months beginning on the Effective Date of the Agreement. Any subsequent Measurement Period will be 12 calendar months, until termination/expiration of the Agreement. In case the last Measurement Period is shorter than 12 calendar months, the measurement will take place on a pro rata basis.
- 2.4 "Uptime Guarantee" is the minimum Uptime Percentage as set out in the Quotation.
- 2.5 "Uptime Hours" is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment: (Uptime Hours = Base Hours – Downtime).
- 2.6 "Uptime Percentage" is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100: (Uptime Percentage = (Uptime Hours/Base Hours) x 100).

Example:

Base Hours = 8 AM to 5 PM Monday through Friday\* over the 12-month Measurement Period.

9 hours x 5 days x 52 weeks = 2,340 Base Hours

2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours

(2280 / 2340) \* 100 = 97.4% Uptime Percentage

\*Depending on the Service Window agreed in the Quotation.

#### 3. Adjustment Schedule.

- 3.1 If the Uptime Percentage specified in Schedule 3(a) is not achieved for System Uptime, then the specified future contract reduction will be applied to all payments due during the next Uptime Measurement Period (one (1) year) for the System that did not achieve the Uptime Percentage. Schedule 3(a): Agreement Payment Adjustment Schedule for System.
  - 3.1.1 99% Uptime Guarantee.
    - 3.1.1.1 **Uptime Percentage:** 99%-100% Equals Contract Reduction: None.
    - 3.1.1.2 **Uptime Percentage:** < 99% Equals Contract Reduction: 7%.
  - 3.1.2 98% Uptime Guarantee.
    - 3.1.2.1 **Uptime Percentage:** 98%-100% Equals Contract Reduction: None.
    - 3.1.2.2 **Uptime Percentage:** <98% Equals Contract Reduction: 6%.
  - 3.1.3 96% Uptime Guarantee.
    - 3.1.3.1 **Uptime Percentage:** 96%-100% Equals Contract Reduction: None.
    - 3.1.3.2 **Uptime Percentage:** <96% Equals Contract Reduction: 5%.



**3.1.4** 95% Uptime Guarantee.

**3.1.4.1 Uptime Percentage:** 95%-100% Equals Contract Reduction: None.

**3.1.4.2 Uptime Percentage:** <95% Equals Contract Reduction: 4%.

**4. Reports.**

**4.1** Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable benefit, Customer must notify Philips in writing that the Uptime Guarantee was not achieved for a particular Equipment within sixty (60) days after the end of a Measurement Period.

**5. Warranty Disclaimer.**

**5.1** Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. No warranty of merchantability or fitness for a particular purpose applies to this Uptime Guarantee.

**6. Limitations of Remedies and Damages.**

**6.1** Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.



## Exhibit 9

### Additional Terms and Conditions for Technology Maximizer (Rev 25.1)

#### 1. Services.

If Philips Technology Maximizer (“Technology Maximizer”) is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined below and according to the selected Technology Maximizer version.

Technology Maximizer is available in the following versions, subject to availability modality and market variations:

##### 1.1 Technology Maximizer Essential

###### 1.1.1 Maintain Operating System at Philips current standard as follows:

1.1.1.1 Philips upgrades core system software release level.

1.1.1.2 Operating system upgrades.

1.1.1.3 Safety and security critical patches included with release, approved and communicated by Philips.

1.1.1.4 Only if operational workflows are modified, clinical training for new or enhanced functionality as part of core system software upgrade.

1.1.2 Computer hardware replacement to support software upgrade is not included unless specially included in the Quotation.

##### 1.2 Technology Maximizer Plus

###### 1.2.1 Maintain system at Philips current standard as follows:

1.2.1.1 Technology Maximizer Essential deliverables.

1.2.1.2 Software upgrades to licensed software.

1.2.1.3 Application training for new or enhanced functionality on upgraded licensed software.

1.2.1.4 Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation.

##### 1.3 Technology Maximizer Pro

###### 1.3.1 Customizable access to future clinical innovation as follows:

1.3.1.1 Technology Maximizer Plus deliverables.

1.3.1.2 Future features and/or applications in clinical suite, as specified in the Quotation as made available and determined by Philips.

1.3.1.3 Advanced training for new clinical features and/or applications.

##### 1.4 Technology Maximizer Premium

###### 1.4.1 Full access to future clinical innovation across clinical domains as follows:

1.4.1.1 Technology Maximizer Pro deliverables.

1.4.1.2 All future clinical features and/or applications within domain choice as specified in Quotation as made available by Philips for the Equipment.

#### 2. Under any version of Technology Maximizer included in the Quotation, Philips will upgrade the Equipment (software and hardware) as follows:

2.1 Philips will provide the latest available upgrades based on Technology Maximizer version, if any, when made commercially available and as determined by Philips.

2.2 If Customer has purchased Technology Maximizer “Pro” or “Premium” (as indicated in the Quotation), in addition to the above, Philips will provide new software features and/or applications, if any, when

2.2.1 made commercially available by Philips after the Effective Date of the Agreement;

2.2.2 supported by the Equipment hardware configuration;

2.2.3 intended for use in the “clinical domain” identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.3 If Philips determines that the new software features and/or application to be provided under Technology Maximizer “Pro” or “Premium” requires any additional software (for example: operating system software, basic application software, or software options) so that it can function properly (“Required Software”) and Customer does not currently have a license to the Required Software, then Philips will provide, and Customer will accept, the Required Software; any such Required Software will be considered an “upgrade” for purposes of Section 2 below.





- 2.4 Philips makes no representations in number of operating system upgrades or Philips Application upgrades or enhancements that shall be made available to Customer by Philips during the term of this Agreement. The release of all software publishers operating system upgrades is at the sole discretion of the software publisher and, to the extent made available to Philips, are subject to prior validation by Philips, prior to Philips approval, for use with the Equipment. Philips is not obligated to release operating system upgrades to the extent Philips determines such a version would cause material issues to the Equipment, at Philips discretion. This would include without limitation safety issues, processing delays, or image distortion Any upgrades or enhancements to the Philips Application software are subject to regulatory clearance and commercial availability, solely at Philips discretion, during the term of the Agreement. All Philips software application upgrades are subject to the usage and license limitations originally applicable to the Equipment or Philips license software sale.
- 2.5 Technology Maximizer service coverage begins one day following standard initial one-year warranty period or as specified on Quotation. Technology Maximizer service may provide upgrades entitlements if available during first year warranty period, offer of upgrade entitlement during this time is at Philips discretion.
- 2.6 Philips will notify Customer of an Upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email is sufficient) of intent to receive the Upgrade within the Term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the Upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such Upgrade. If the Technology Maximizer Agreement Term expires after Customer has provided written notice to receive the Upgrade, but before it is delivered, then Customer is entitled to receive it within year of following such expiration and must schedule the installation within this one-year period.

### 3. Conditions.

- 3.1 The upgrades provided under Technology Maximizer:
  - 3.1.1 are available only for the Equipment at the Site;
  - 3.1.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new functionality, applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
  - 3.1.3 may not be sold, transferred, or assigned to any third party;
  - 3.1.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips or as communicated by Philips.
- 3.2 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in the Exhibit Additional Terms and Conditions for Imaging Services.
- 3.3 In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

### 4. Termination.

If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within thirty (30) days of such termination or default. No paid amount is eligible for refund.



## Exhibit 10

### Additional Terms and Conditions for Clinical Education Training (Rev 25.1)

1. **Training Coverage.**
  - 1.1 Philips will provide the clinical applications training ("Training") as specified in the Quotation. Clinical Applications training is available on-site or remote.
2. **Exclusions.**
  - 2.1 For Equipment not installed or provided by Philips, Philips does not provide clinical applications training.
3. **Scheduling.**
  - 3.1 Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least four (4) weeks prior to scheduled delivery.
4. **Course Location.**
  - 4.1 Training may be conducted at Philips' training facilities, Customer location(s) described in the Quotation ("Site(s)") or through on-line or remote training.
5. **Travel.**
  - 5.1 For training provided at a Customer location, Philips' travel expenses for all Philips employees, provided Training are included in the price described in the Quotation. Unless otherwise indicated in the Quotation, all travel and living expenses incurred by the Customer Trainee(s) are Customer's responsibility.
6. **WARRANTY DISCLAIMER.**
  - 6.1 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 EQUIPMENT.